

COLLECTIVE AGREEMENT

between

**The Corporation of Haldimand County
(Grandview Lodge)**

(hereinafter called the “Employer”)

and

**Health, Office and Professional Employees’
Local 175
Division of United Food and Commercial Workers’ Union
Canada**

(hereinafter called the “Union”)

For the Period

January 1, 2020 to December 31, 2023

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PREAMBLE

This Agreement is set out to establish and maintain the bargaining relationship between the Employer and its employees, 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 Grandview Lodge.

ARTICLE 1 – SCOPE OF AGREEMENT

1.1 The Employer recognizes the Union as the sole collective bargaining agent of all of its employees at Grandview Lodge in Dunnville, Ontario, save and except the Director of Nursing, Department Heads, persons above the rank of Department Head, professional Medical Staff, Registered Nurses, Office and Clerical Staff, Barber, Hairdresser, Social Service Workers, Staff Development Co-ordinator and persons hired under a Federal, Provincial or Municipal work incentive program.

1.2 Definition of Full-Time Employees

(1) Full-Time employees are those who are regularly scheduled for more than twenty-four (24) hours per week.

(2) The following articles apply to full-time employees only:

1.2	23.10
11.2 (a)	23.2
11.4 (a)	23.3
17.1 (a) (i)	23.5
17.7 (a)	23.6
19.2	23.7
19.3 (a)	23.8
19.4 (a)	24.10
19.5	24.2
20.10	24.3
20.11	24.4
20.2	24.5
20.3	24.6
20.4	24.8
20.5	
20.6	
20.7	
20.8	
20.9	
23.1	

1.3 Definition of Part-Time Employees

Part-time employees are those who are regularly scheduled for not more than twenty-four (24) hours per week and students employed during the school vacation period.

The following Articles apply to part-time employees only:

1.3
11.2 (b)
11.4 (b)
17.1 (a) (ii)
17.7 (b)
19.3 (b)
19.4 (b)
20.14
24.7

- 1.4 For the purpose of interpretation, whenever the feminine gender is used in this Agreement, it shall be deemed to include the masculine and vice versa; and similarly, the singular shall include the plural, and vice versa, as applicable.

ARTICLE 2 – SUPERVISORS AND REPRESENTATIVES

- 2.1 The Employer will supply the Union with a list of employees acting in a supervisory capacity over employees in this Bargaining Unit, and will set out their job titles and area of responsibility. The Union will supply the Employer with a list of its representatives and stewards. When changes occur, the Employer and the Union agree to provide notice of such change to the other Party.

ARTICLE 3 – RELATIONSHIP

- 3.1 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised by either of them with respect to any employee by reason of age, race, creed, colour, place of national origin, political or religious affiliation, sex, marital status or by reason of an employee's membership or lack of membership or activity in the Union. It is further agreed that the provisions of the Human Rights Code of Ontario, as amended, shall be adhered to.

ARTICLE 4 – UNION SECURITY

4.1 Deduction of Union Dues

The Employer will deduct from each employee coming within the scope of this Agreement the regular bi-weekly Union dues and initiation fees which are uniformly levied on all Union members. Such deductions will commence with the first pay of each employee and will be made in each pay in which an employee receives pay for that pay period. The dues deducted will be remitted to the Union by the 15th of the month, which follows the month in which they were deducted. The Secretary-Treasurer shall keep the Employer informed by registered letter of the amount of such regular bi-weekly union dues.

4.2 List of Employees Deducted

All employees coming within the scope of the Agreement shall, as a condition of employment, become and remain members of the Union upon successful completion of their probationary period. The dues and initiation report will be provided, by the Employer, in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a spreadsheet using a software program and format acceptable by the Union.

The following current information, as known by the Employer, will be provided on the dues and initiation report:

1. S.I.N.
2. Employee number (if applicable)
3. Full Name (Last/First/Initials)
4. Full address, including city and postal code
5. Telephone number (including area code)
6. Date of hire
7. Rate of pay
8. Classification
9. Full-time and part-time designation
10. Union dues deducted (or the reason a deduction was not made)
11. Total dues deducted
12. Back dues owing
13. Initiation fee deducted
14. Total initiation fees deducted

4.3 Union Members - New Employees

- (a) All employees who come within the scope of this Agreement, who become

employees after the signing of this Agreement shall become members of the Union upon the completion of their probationary period, and remain members in good standing for the duration of their employment, as a condition of employment.

- (b) New employees as a condition of employment shall be required to properly fill out a membership application to the Union that is effective upon successful completion of the Probationary Period. The Employer will provide the application for membership to the Employee and the Employer shall ensure that the membership application will be completed and given to the Local Union Representative by no later than one month following completion of the Probationary Period.

4.4 Maintenance of Membership

All employees who are members of the Union as of the signing of this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.

- 4.5 The Employer agrees to show the total amount of Union dues deducted from each employee during the previous calendar year on the employee's T-4 slip.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.1 No Strike - No Lockout

During the lifetime of this Agreement, there will be no lockout of employees by the Employer and no strike or other collective action which will stop, curtail or interfere with the Home's service.

5.2 Definition of "Strike" and "Lockout"

The definitions of the terms "strike" and "lockout" as used in Article 5.1, shall be in accordance with the Ontario Labour Relations Act, as amended.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 General List of Rights

Subject to any limitation contained in this Agreement, the Union acknowledges the Employer has the exclusive right to manage its affairs and operations and, without limiting the generality of the foregoing, the right to:

- (a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the employees;

- (b) hire, retire, classify, direct, transfer, promote, demote, assign employees to tasks, lay-off, discipline, suspend or discharge employees, providing only that a claim of unfair transfer, demotion, discipline or suspension or a claim that an employee has been discharged or retired without a reasonable cause, may be the subject of a grievance to be dealt with as herein provided;
- (c) generally, to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work;
- (d) the Employer agrees that it will exercise its right in a fair and reasonable manner in accordance with the terms and conditions of this Agreement.

6.2 Rules

The Employer has the right to make rules and regulations that are reasonable provided they are not inconsistent with this Agreement. Should the Employer alter rules and regulations to be observed by the employees, it shall advise the Union, in writing, prior to such rules and regulations taking effect, so that the Union may make representation. The Employer is to supply the Union Representative with a copy of all present Rules and Regulations.

6.3 Other Rights

The Employer has the right to operate the Home in a manner consistent with the obligations of the Home and, notwithstanding the other rights contained in this Article, to retain all rights and privileges not otherwise specifically set forth in this Agreement.

- 6.4 The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Agreement.

ARTICLE 7 – UNION REPRESENTATION

7.1 (a) Negotiating Committee

The Employer agrees to recognize a Union Committee of not more than six (6) employees, coming from within the scope of this Agreement, who shall act as a committee on behalf of the Union in negotiations with the Home or on matters arising during the lifetime of this Agreement. The Union Committee will consist of the following representatives: one (1) Chief Steward, one (1) R.P.N., one (1) Full-time Nursing, one (1) Part-time Nursing, one (1) Full-time Maintenance, Housekeeping, Kitchen, Laundry, one (1) Part-time Maintenance, Housekeeping, Kitchen, Laundry.

The Employer will continue to pay wages to five (5) members of the Committee while they are employed on authorized Union business during their normal working hours up to but not including interest Arbitration or meetings thereafter. A day of negotiations will be considered a normal working day for all Committee members. Pay in this instance shall not exceed eight (8) hours per day.

(b) Grievance Committee

The Employer agrees to recognize a Grievance Committee of not more than three (3) employees, coming within the scope of this Agreement, for the purpose of dealing with Grievances. The Grievance Committee shall be comprised of the following: two (2) Stewards, one of which shall be from the Department where the Grievance originated; and; the Grievor. The Employer will continue to pay the wages of the Grievance Committee members while attending Meetings with the Employer pertaining to Grievances, up to, but not including Arbitration.

7.2 Stewards

The Employer recognizes the right of the Union to select seven (7) Stewards, one (1) of whom shall be Chief Steward, to assist employees in the event that Grievances arise. The Stewards shall be chosen according to the following schedule:

- (a) One (1) Chief Steward
- (b) One (1) R.P.N.
- (c) One (1) Full-time Nursing
- (d) Two (2) Part-time Nursing
- (e) One (1) Full-time Maintenance, Housekeeping, Kitchen, Laundry
- (f) One (1) Part-time Maintenance, Housekeeping, Kitchen, Laundry

7.3 Time Off for Authorized Union Business

Stewards and Union Committee members shall, upon a request being made to their direct Non-Union Supervisor or designate be granted time off during normal working hours when they have authorized Union business to conduct, without loss of pay provided it does not interfere with the efficient operations of the Home.

7.4 Labour-Management Meetings

The Employer and the Union Committee will meet upon the request of either party for the purpose of discussing issues involving matters arising out of the administration of the Collective Agreement and/or labour relations issues other

than grievances. The parties agree to exchange agenda items ten (10) days prior to ensure proper distribution and preparation for the meeting. The Employer agrees to the production of the minutes of the Labour Management Meetings. The minutes will be signed off by the Chief Steward or designate and Administrator.

7.5 Union Staff Representation

A Union Staff Representative may be present with the Union Committee at any meeting between the Employer and the Union Committee.

7.6 Attendance at Regular Meetings

Members of the Union Committee shall, to a maximum of three (3), be granted the necessary time off without pay so they may attend the Membership Meetings. The three (3) Union Committee members covered by this Article will consist of the following representatives: two (2) full-time employees and one (1) part-time employee. Such time off is to be granted when the meetings conflict with normal working hours. The Union shall arrange the meetings so that the minimum number of persons shall require time off for the purposes of this Article.

The Union is required to advise the Employer at least one (1) month in advance of each such meeting, and such meetings must not be held more often than monthly. The Employer will consider Union requests for such policy to be extended to special meetings without obligation.

7.7 Interview of New Employees

A member of the Union Committee shall be granted time off, without loss of pay, to interview each new employee on the completion of the employee's probationary period at a time and place to be arranged by the Employer. Such time shall not exceed fifteen (15) minutes.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.1 Definition of a Grievance

Within the terms of this Agreement, a Grievance shall be defined as a difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, and shall be settled in the manner outlined in this Article 8. All grievances must contain the alleged violation, the date of occurrence, Article(s) allegedly violated and any other specific details relating to the alleged violation.

8.2 Complaint Stage

It is the mutual desire of the Parties that the complaints of employees shall be adjusted as quickly as possible. An employee who has a complaint must bring that complaint to the attention of the immediate Non-Union Supervisor within five (5) working days of when the employee became or ought reasonably to have become aware of the occurrence, which gave rise to the complaint. The employee may be accompanied by a Steward. It is understood that no employee has a Grievance until the immediate Non-Union Supervisor has been given an opportunity to adjust the complaint and verbally reply, which shall be a maximum of five (5) working days from the presentation of the complaint.

8.3 Grievance Initiation

Subject to having completed the mandatory Complaint Stage set out in Article 8.2, the employee shall set out the Grievance in writing, sign the Grievance and then, within five (5) working days of the verbal reply of the immediate Non-Union Supervisor set out in Article 8.2, process the Grievance through the following Steps in the following sequence:

Step 1

The employee and/or Steward shall present the written Grievance to the immediate Non-Union Supervisor or designate within five (5) working days as set out in this Article 8.3 above.

A meeting shall be convened between the Grievor and Steward on one hand and the immediate Non-Union Supervisor or designate and other management personnel on the other hand within five (5) working days or such longer period as is mutually agreed upon. The immediate Non-Union Supervisor or designate shall reply in writing within five (5) working days of the meeting as set out herein.

Step 2

Failing settlement at Step 1, a Business Representative of the Union and/or the Chief Steward may within ten (10) calendar days, or longer if mutually agreed, schedule a meeting with the Administrator of the Home and/or Manager, Human Resources or designate(s). The Union Steward(s) and/or the employee may be present at such meeting. The Administrator of the Home or designate shall reply in writing within ten (10) working days of the date of the meeting set out herein.

Step 3

Failing settlement at Step 2, a Business Representative of the Union may within ten (10) calendar days, or longer if mutually agreed, schedule a meeting with the Chief Administrative Officer or his designate.

A written notice of the Appeal must be delivered to the Chief Administrative Officer of the Corporation of Haldimand County with copies to the Administrator of the Home; and the Manager, Human Resources.

The Union Steward(s) and/or the employee may be present at such meeting.

The Chief Administrative Officer or his designate shall reply in writing ten (10) working days from the date of the meeting set out herein.

The decision of the Chief Administrative Officer or designate shall be final and binding upon the Corporation and the Union and upon any employee affected by it unless a subsequent step or procedure to Arbitration, as appropriate, is taken within the time limits.

8.4 Grievance Mediation

If the Parties agree to secure the services of a Grievance Mediation Officer, all associated costs will be borne equally between the Parties.

8.5 Arbitration

Failing settlement of the Grievance at Step 3, either of the Parties may notify the other Party, in writing, of its desire to proceed to Arbitration. Such notification shall be mailed within thirty (30) calendar days from the date on which the reply of the Chief Administrative Officer (or designate) was given at Step 3.

If a notice of desire to arbitrate is served, the party serving the same shall designate whether it wishes to have the arbitration heard by a Board of Arbitration or by a Sole Arbitrator.

If the party serving the notice designates a Board of Arbitration, the two parties shall each nominate an Arbitrator within fifteen (15) days of service and notify the other party of the name and address of its nominee. The two Arbitrators so appointed shall attempt to select, by agreement, a Chairman.

If the party serving the notice designates a Sole Arbitrator, the two parties shall attempt to select, by agreement, a Sole Arbitrator.

If the two Arbitrators are unable to select a Chairman within ten (10) days of their appointment, or if the parties are unable to select a Sole Arbitrator within ten (10) days of the notice that the party wishes to have the arbitration heard by a Sole Arbitrator, either party may request the Minister of Labour to appoint an impartial Chairman or an impartial Arbitrator, as the case may be.

Where the arbitration is to be heard by a Sole Arbitrator, all references hereinafter

contained in Article 8 to a Board of Arbitration shall apply to the Sole Arbitrator, making all necessary changes.

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the Parties and upon any employee affected by it. The decision of the majority of the Arbitration Board shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairman will govern.

8.6 Arbitration Related Timelines

Neither party shall raise or proceed with a timelines issue argument regarding filing for arbitration without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party, the final time frame in the Collective Agreement respecting filing for arbitration shall then be triggered.

Any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timelines in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

8.7 Expenses

Each Party shall bear the expense of its appointee and of its witnesses, and the expense of the Chairman shall be shared equally by both Parties.

8.8 Decision to be Consistent with this Agreement

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor shall they have the power to add to, to subtract from or modify any part of the terms of this Agreement.

8.9 Witnesses

At any stage of the Grievance Procedure, including Arbitration, the Parties may have the assistance of the employee(s) concerned as a witness, and all reasonable arrangements shall be made to permit the conferring Parties or any Arbitration Board to view working conditions, which may be relevant to the settlement of the Grievance.

8.10 Grievor Confined to Grievance

The Employer, employee and/or Union shall be confined to the Grievance and redress sought as set forth in the written Grievance filed as provided in Article 8.1,

Step 1, or the redress sought as amended at Step 2 of the Grievance Procedure. No matter may be submitted to Arbitration, which has not been properly processed through all previous steps of the Grievance Procedure.

8.11 Grievance Must be Processed in Accordance with Agreement

Subject to Article 8.13, a Grievance, which has not been processed by the Grievor, the Union Representatives, and the Employer in accordance with the time limits prescribed, shall be deemed to have been withdrawn.

8.12 Employer Grievances

It is agreed and understood that the Employer, in lodging a Grievance with respect to the conduct of, or an alleged violation of the Collective Agreement by an employee covered by this Agreement, Officer of the Union, Committee Member or Steward, may submit such Grievance in writing within five (5) working days of the occurrence giving rise to the Grievance. Such Grievance shall commence at Step 2 of the Grievance Procedure.

8.13 Union Representation

Where a Union Committee Member is unavailable to accompany an employee to any meeting with the Employer, at which said employee chooses to have representation, the Union will ensure that an alternate is provided within twenty-four (24) hours.

8.14 Policy Grievance

Within the terms of this Agreement, a Union or Employer Policy Grievance shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, including a question as to whether or not a matter is arbitrable. Such Grievance shall be submitted in writing to the Chief Administrative Officer or designate who shall convene a meeting of the Parties within five (5) working days of receipt of the Grievance or such other time as may be mutually agreed upon. The Chief Administrative Officer or designate shall reply in writing within ten (10) working days of the date of the meeting. Thereafter the Grievance shall proceed in accordance with the provisions of the Collective Agreement.

8.15 Group Grievances

In the event of a Grievance common to a group of employees, the Union may file a Group Grievance on behalf of such a group commencing at Step 1 of the Grievance Procedure provided each of the affected employees signs the Grievance.

8.16 Compliance With Time Limits

The foregoing procedures shall be adhered to by both Parties, provided that any of the time limits imposed herein may be extended by mutual consent.

8.17 Definition of "Working Day"

Within the terms of this Agreement, a "Working Day" shall mean a day other than Saturday, Sunday or a Recognized Holiday.

ARTICLE 9 – DISCHARGE AND SUSPENSION CASES

9.1 Claim of Unjust Suspension or Discharge

A claim by an employee who has completed the Probationary Period, and holds seniority, that such employee has been unjustly suspended or discharged, shall be treated as a Grievance commencing at Step 3 of the Grievance Procedure provided that notice of appeal shall be delivered to the Chief Administrative Officer, with copies to the Administrator of the Home; and, the Manager, Human Resources within ten (10) days after the employee has received the notice of suspension or discharge. The notice of suspension or discharge shall be given to the employee in the presence of a Union Steward or Committee Member, provided, however, that if an employee is not at work and it is not possible to deliver the notice of suspension or discharge personally to such employee, such notice shall be sent to the employee by registered mail and a copy shall be delivered to the Union Steward or Committee Member. The Chief Administrative Officer shall have the authority to confirm or alter imposed discipline. Thereafter the Grievance Procedure may be processed to Arbitration in accordance with Article 8.5.

9.2 Reprimanded Employee

It is the Employer's responsibility to notify the employee to be reprimanded as to the nature of such reprimand. Prior to starting reprimand, the Employer will advise the employee of his right to have a Steward present. It is the employee's responsibility to notify the Union Steward or any other Union Representative as to their choice of being accompanied.

9.3 Discharged Employee Sees Steward

Prior to leaving the Home, the Union Steward or Officer shall have the right to meet with the discharged or suspended employee, or vice versa. Such meeting shall not exceed thirty (30) minutes.

9.4 Discharge and Suspension Cases

Any letter of reprimand, suspension or other sanction not related to resident abuse will be removed from the record of an employee no later than twelve (12) months following the receipt of such letter, suspension or other sanction, provided the employee's record has been discipline free of similar concerns for such period of time.

Where an employee is absent from work on an approved leave of absence, sick leave or Long Term Disability for a period greater than one (1) month, the length of absence will be added to the twelve (12) month period.

ARTICLE 10 – PROBATIONARY EMPLOYEES

10.1 Probationary Period for Full-Time and Part-Time Employees

Employees shall be considered to be on probation until they have worked four hundred and eighty (480) hours inclusive of hours worked during the orientation period.

If, at the option of the Employer, an employee is retained after the four hundred and eighty (480) hour period, the employee's name shall be placed on the seniority list with seniority from the date of last hire by the Employer.

ARTICLE 11 – SENIORITY

11.1 Seniority Lists

Seniority recognized under the terms of this Agreement shall be counted as full-time and part-time active continuous service with the Employer (Grandview Lodge) in the bargaining unit, from the date of last hire. When preparing the seniority lists the Employer (Grandview Lodge) shall create a separate list for both full-time and part-time employees.

Seniority lists will be posted on the Union bulletin board in the Home, and will be revised every twelve (12) months according to the records of the Employer. Copies of the seniority lists will be made available to Union Committee members, and a copy will be sent to the Local Union Office. Seniority on the current annual posting from the date of the previous annual posting will be deemed to be final and binding and not subject to complaint or grievance unless such complaint or grievance is lodged within thirty (30) calendar days of the date of current posting being placed upon the bulletin board and sent to the Union.

11.2 Transfer of Seniority

(a) Transfer of Full-Time Seniority

An employee who transfers from a full-time position to a part-time position, within this Bargaining Unit, shall be credited with all seniority earned to the date of transfer.

(b) Transfer of Part-Time Seniority

An employee who transfers from a part-time position to a full-time position, within this Bargaining Unit, shall be credited with all seniority earned to the date of transfer.

11.3 Hiring Procedure

No new employee will be hired, until all employees coming within the scope of this Agreement shall be given equal opportunity for jobs within this bargaining unit.

11.4 Recording and Accumulating Seniority

- (a) Full-time employees will have their seniority recorded by the date of employment;
- (b) Part-time employees will have their seniority recorded by the date of employment . The calculation of hours worked shall be used to determine vacation and wage entitlement for all part-time employees;
- (c) Employees transferring from full-time to part-time or vice versa will maintain their seniority date;
- (d) This reciprocal transfer of seniority at the time of transfer does not connote any right for any employees in either the full-time position or the part-time position from which such employee is excluded;
- (e) When two (2) or more employees have the same seniority date, the last three numbers of the employee's social insurance number shall be used to determine order with the lowest number being given the higher placement on the seniority list.

ARTICLE 12 – LAYOFFS, RECALLS, PROMOTIONS, DEMOTIONS AND TRANSFERS

12.1 Factors Considered

In cases of promotion, demotion, transfer, lay-off and recall, seniority shall apply

provided the employee concerned has the qualifications, skill and ability to perform the work.

In cases where the above considerations are deemed to be relatively equal, as between two (2) or more employees, and such employees are deemed to be capable of performing the work equally, seniority shall be the determining factor.

It is understood and agreed that applications from present employees in the bargaining unit will first be considered before any outside applicants are invited or considered by the Employer.

12.2 Layoff

For layoffs, which result because of unforeseen emergencies, which are expected to be less than thirteen (13) weeks in duration, the Employer will provide as much notice, as reasonably possible, of this layoff to all employees in the bargaining unit who have acquired seniority.

For all other layoffs the Home shall give each employee in the bargaining unit who has acquired seniority notice of their layoff as follows:

- (a) one week's notice in writing to the employee if their period of employment is less than one year;
- (b) two week's notice in writing to the employee if their period of employment is one year or more, but less than three years;
- (c) three week's notice in writing to the employee if their period of employment is three years or more, but less than four years;
- (d) four week's notice in writing to the employee if their period of employment is four year or more, but less than five years;
- (e) five week's notice in writing to the employee if their period of employment is five years or more, but less than six years;
- (f) six week's notice in writing to the employee if their period of employment is six years or more, but less than seven years;
- (g) seven week's notice in writing to the employee if their period of employment is seven years or more, but less than eight years;
- (h) eight week's notice in writing to the employee if their period of employment is eight years or more.

Years of service for the purpose of this Article shall be calculated from the expected date of layoff.

Such notice will be handed to the employee and acknowledgement of receipt signed if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be sent by registered mail.

An employee on layoff/displacement and recalled to a temporary position shall not be entitled to further notice of layoff. However, the anticipated length of the temporary position shall be made known in advance to acceptance.

If the recall/displacement goes past the anticipated length of time, the Parties will meet to discuss the extended period.

12.3 Layoff/Recall

- (a) In the event of layoff, the Employer shall layoff employees in reverse order of their seniority, within their classification.
- (b) Any employee subject to layoff shall have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an employee with less bargaining unit seniority providing the employee originally subject to the layoff has the qualifications, skill and ability to perform the work in question with a brief orientation, which will not exceed three (3) shifts. The displaced employee will be provided a layoff notice, and the above procedure shall apply.
- (c) Prior to any new full-time employees being hired all laid off/displaced full-time employees will be recalled/transferred back, in reverse order to when laid off, to their full-time status providing they have the qualifications, skill and ability to perform the work in question with a brief orientation, which will not exceed three (3) shifts.

Prior to any new part-time employees being hired within a classification all laid off/displaced part-time employees within that classification will be given one (1) opportunity to be recalled/transferred back, in reverse order to when laid off, to their part-time status.

Employees who are laid off/displaced will be recalled/transferred back to a permanent position, or a temporary position which is expected to exceed four (4) months in duration, providing the employee is on the seniority list, has the qualifications, skill and ability to perform the work in question, and can perform the duties with a brief orientation, which will not exceed three

(3) shifts.

Upon termination of such temporary position, if applicable, the employee shall have the option of returning to the position they last occupied, if it still exists, or examining possible bumping options in accordance with Section (b) (ii).

Should a permanent position become available in the employee's originating classification and status the employee will be offered one (1) opportunity to return to said classification and status, providing the employee has the qualifications, skill and ability to perform the work in question, after which such recall rights will be forfeited.

- (d) All employees who are laid off or have been displaced by another employee shall have a continuous twenty-four (24) months recall rights to their originating position.

Employees who are on layoff must report to the Employer by written notice once in each twelve (12) month period that they are available for recall and desire their name to be retained on the seniority list. The employee shall supply the Union with a copy of such correspondence.

- (e) The laid off employee shall notify the Administrator of the Home, of their intent to return to work within five (5) working days after being notified to do so by registered mail, addressed to the last address on record with the Human Resources Department and shall return to work within ten (10) working days after being notified. Such written notification shall state the date and time at which the employee shall report for work. The employee is solely responsible for the proper address being on record with the Human Resources Department.
- (f) Except in extenuating circumstances, an employee who fails to notify the Home of their intention to return to work in accordance with the provisions of Section (e) shall lose all seniority and be deemed to have quit the employ of the Home.

12.4 Temporary Transfer Up

An employee who is temporarily transferred by a Supervisor to a higher paid classification within the bargaining unit shall be paid at a rate within such higher wage range of at least ten (\$0.10) cents per hour higher than such employee's regular basic wage for all such hours worked, in the higher paid classification.

12.5 Temporary Transfer Down

An employee who is temporarily transferred by a Supervisor to a lower paid classification within the bargaining unit shall retain the regular basic wage being received prior to such transfer for all such hours worked.

12.6 Elective Transfer

An employee who elects to transfer to:

- (a) A higher paid classification shall be paid a starting rate of the first wage level on the new range which is at least ten (\$0.10) cents per hour (or such lesser amount as is possible) higher than such employee's former basic rate;
- (b) A lower paid classification shall be paid at the same seniority level on the new range as the employee was paid at on the former range.
- (c) Where article 12.6(b) is applied and then subsequently article 12.6(a) is applied within 24 months of the application of article 12.6(b), the employee is never placed on a lower wage and seniority level than where the employee was immediately prior to the application of 12.6(b).

12.7 Registered Practical Nurse Responsibility Premium

A Registered Practical Nurse shall be paid a responsibility premium of three dollars (\$3.00) per hour for each hour worked in the absence of the Registered Nurse whenever assigned in writing to perform duties normally performed by the Registered Nurse.

ARTICLE 13 – LOSS OF SENIORITY

13.1 Seniority rights shall cease and an employee shall be deprived of any further rights under this Agreement:

- a) if the employee quits;
- b) if the employee is discharged for cause and is not reinstated pursuant to the Grievance Procedure;
- c) if the employee fails to report to work within ten (10) days after being notified to do so by the Home following a layoff, or fails to advise the Home following a layoff, or fails to advise the Home within five (5) working days of the intention to report for work and unless the employee provides a reasonable excuse acceptable to the Employer;
- d) if the employee is absent from scheduled work in excess of three (3) working days or on repeated occasions, or without notifying the Employer,

unless such notice was not reasonably possible;

- e) in the casual employee consistently fails to respond to calls or has not accepted any call-in shift opportunities, for which their seniority would allow them to accept, for a period of three (3) months, shall lose seniority and be deemed terminated. The Employer shall provide the employee written notice of such termination, as prescribed by the Employment Standards Act, as amended.
- f) if the employee retires or is retired under the existing O.M.E.R.S. Pension Plan;
- g) if the employee is laid off for a continuous period of twenty-four (24) months calculated from the date of layoff;
- h) any employee hired subsequent to July 10, 1990 who is laid off, or is absent due to sickness or accident for a period of longer than twenty-four (24) months, except;
- i) an employee shall retain any rights which such employee then has in use under the Long Term Disability coverage.
- j) an employee who is transferred to a position outside of the Bargaining Unit shall retain seniority accumulated in the Bargaining Unit but shall not accumulate further seniority after that date. Such employee shall have the right to return to their former position in the Bargaining Unit within three (3) months of the transfer. If the former position no longer exists, then the employee shall have the right to bump an employee with less seniority providing they are qualified to perform the work.

ARTICLE 14 – BEREAVEMENT LEAVE

- 14.1 An employee shall be granted up to five (5) consecutive calendar days leave of absence, without loss of pay or benefits for any scheduled shifts absent due to the leave, immediately following the death of the employee's spouse, mother, father, grandparent, child or step-child.

An employee shall be granted up to three (3) consecutive calendar days leave of absence, without loss of pay or benefits for any scheduled shifts absent due to the leave, immediately following the death of the employee's, sister, brother, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step parents and grandparents in-law.

All such leave must be taken before the end of the second day following the funeral.

One (1) of the days may be held in lieu to attend a memorial service at a later date.

- 14.2 One-half (1/2) day leave shall be granted without loss of salary or wages to attend the funeral of a fellow employee with whom such employee worked closely and who was employed in this Bargaining Unit. Such leave shall be confined to a maximum of two (2) employees.
- 14.3 An employee shall be granted a one (1) day leave of absence without loss of pay or benefits in the case of death of the employee's aunt, uncle, nephew or niece, provided such leave must be taken before the end of the second day following the funeral.
- 14.4 An Employee who is in receipt of vacation pay, Recognized Holiday pay, Workers' Compensation, leave of absence, or on sick leave will not qualify for paid Bereavement Leave days set out herein as fall during such absences.

ARTICLE 15 – LEAVE OF ABSENCE

15.1 Personal Leave Requests

The Employer may grant leave of absence without pay or benefits for personal reasons, which leave shall not be unreasonably denied. Specifically:

- a. An employee desiring leave of absence, for extenuating circumstances of a period of at least 2 weeks in duration, shall make application in writing to the immediate supervisor, on a form approved by the Employer, and the request shall be dealt with by the Administrator of the Home, or designate. The applicant for leave of absence shall be notified in writing of the decision to grant or not to grant the request within one (1) week of the application.
- b. A leave of absence for a period of less than 2 weeks in duration, will be approved for legitimate personal emergencies, in accordance with the Employment Standards Act. In this case the employee is not required to request the leave in advance, provided that notification outlined in Article 17.12 is met.

The foregoing procedure for requesting leave in advance shall not apply to legitimate personal emergencies which could not be arranged in advance, provided the Supervisor is notified prior to leaving.

15.2 Pregnancy/Parental Leave

Pregnancy/Parental leave will be granted in accordance with the provision of the Employment Standards Act (ESA) as amended from time to time and as follows:

- a) an employee who is eligible for pregnancy and/ or parental leave shall give written notification of at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child;
- b) the employee shall reconfirm the intention to return to work on the date originally approved in subsection (a) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee has the right to amend the pregnancy/parental leave, provided that the maximum time off does not exceed to sixty-three (63) weeks in total. Written notice by the employee to extend the leave must be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where extenuating circumstances occur in the four (4) weeks prior to the termination of the initially approved leave.

Seniority continues to accrue during pregnancy/parental leave. Participation in the benefit plans shall also continue during pregnancy/parental leave unless the employee elects, in writing, not to do so or that the employee does not intend her contribution towards the benefit premium.

15.3 Union Functions Leave

The Employer shall grant leave of absence, without pay and without loss of seniority, for employees to attend Union conventions, seminars, educational classes and other such Union business provided that:

- (a) not more than three (3) employees shall be permitted such leave at any one time;
- (b) no individual leave shall exceed ten (10) working days;
- (c) the total number of days off in any one calendar year shall not exceed thirty (30) working days for this Bargaining Unit.

15.4 Leave for Union Business

Employees shall be granted leave of absence without pay or benefits for up to one (1) year if elected or appointed to a full-time position with the Union.

15.5 Jury Duty

An employee called for jury duty or as a subpoenaed witness shall be paid the

difference between what they would have earned for their scheduled shift (without taking into account any shift premium or the like) and the fees received pursuant to the performance of jury duty. This will be effected by employees signing over their jury fee less expense money received from the authorities for meals and lodging and the Employee will continue the regular salary payments. Employees are to notify their Supervisor as soon as possible after receipt of notice of selection for jury duty. Employees will come to work during those regular scheduled hours that they are not required to attend at court.

15.6 No Work While on Leave

Employees who are on leave of absence will not engage in gainful employment while on such leave, and an employee who engages in gainful employment while on such leave of absence forfeits all seniority rights and privileges contained in this Agreement as set out in Article 13.1 unless permission to take such employment was specifically set out in the written leave of absence.

15.7 Absence Required for Military Service

An employee who is absent for military service, as defined under the Reservist Leave entitlement by the Employment Standards Act, as amended, shall be granted by the Employer a leave of absence without pay or benefits and without loss of seniority for their term of military service.

It is understood that an employee requesting a military Leave must supply an official document confirming deployment date(s).

ARTICLE 16 – BULLETIN BOARDS

16.1 The Employer will provide a bulletin board for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officers of the Local and (except those notices dealing with regular meetings) be submitted to the Administrator of the Home, or designate, for approval before being posted.

ARTICLE 17 – HOURS OF WORK

17.1 (a) Other Than Nursing Staff

- (i) The normal work day for all full-time employees, except Nursing Staff, shall consist of eight (8) hours of work.
- (ii) The hours of work for all part-time employees will be as determined by the Employer.

(b) Nursing Staff

The normal work day for Nursing Staff shall be eight (8) hours and five (5) minutes, which includes a five (5) minute period for the purpose of Report Time. This is an unpaid period and the employee, as part of the normal work day, must be at the Report Station dressed appropriately for work, a full five (5) minutes before the scheduled "on floor" nursing duties. The eight (8) hours and five (5) minutes includes one-half (1/2) hour lunch break. Where the lunch break is interrupted by a patient call, the break shall be extended for each call for fifteen (15) minutes or the length of the call, whichever is longer, but in no event shall the extension of lunch break time be longer than thirty (30) minutes.

(c) All Staff

With respect to external new hires who are hired after June 25, 2007, there shall be no paid lunch break for day and evening shifts.

(d) Daylight Savings Time

It is understood that normal hours of work include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa, to which the other provisions of the articles dealing with Hours of Work and Overtime do not apply.

It is further understood that the employee will be paid, at regular earnings, for the actual hours worked during such scheduled shift during a change to/ from daylight savings. Should this result in a loss of earnings (i.e. one hour each Spring), lost time will be offered to eligible employees, for the purpose of OMERS administration.

17.2 Normal Schedule

Except as applicable to Nursing Staff in Articles 17.1 and 17.3, the normal work week for all full-time employees shall average forty (40) hours and work schedules shall be mutually agreed upon between the Parties so as to permit all employees to have:

- (a) at least every third weekend off unless otherwise mutually agreed;
- (b) minimum number of split days off;
- (c) maximum number of hours between change of shifts;
- (d) unless mutually agreed, employees will not be required to work more than six (6) consecutive days except in cases of emergency.

17.3 Employee Scheduling

- a) The Employer shall be fair and reasonable when designing Master Rotations for full-time and part-time employees.
- b) The parties shall meet as required to review proposed changes to a Master Rotation. The Employer may change a Master Rotation in consultation with the union and implement changes with a minimum of eight (8) weeks advance written notice.
- c) Whenever a Master Rotation is significantly changed permanently, part-time or full-time employees within the classification affected shall be provided the opportunity, in order of seniority, to select the line they would like to be assigned to within their Master Rotation.
- d) Employees may be assigned to the identical line of the same classification in another unit in consultation with the union
- e) Employees may seek a permanent change to their assigned line within a Master Rotation only through the vacancy posting process.
- f) The employer shall create a two (2) week schedule which shall be posted six (6) weeks prior to the first day of the schedule, in accordance with Article 17.2.
- g) Each part-time and casual employee shall initially submit their availability for their four (4) or six (6) week rotation and hold themselves available to be scheduled for those shifts that they declared themselves available. When submitting availability:
 - i. Each part-time employee in the Nursing Department shall declare a total of sixty-four (64) hours or more of availability for each two (2) week period inclusive of their assigned line;
 - ii. Each part-time employee in any of the other departments shall declare a total of forty-eight (48) hours or more availability for each two (2) week period inclusive of their assigned line;
 - iii. Availability at least every other weekend, being that, unless already scheduled on the master schedule, those employees with an “odd” assigned line number on the schedule declaring availability for “outside weekends” and employees assigned with an “even” assigned line number on the schedule declaring availability for “inside weekends”;
- h) Casual employees shall submit availability for a minimum of sixteen (16) hours or more for each two (2) week period, inclusive of availability every other weekend.

- i) Employees may revise their availability at any time but no later than two (2) weeks prior to the posting of any two (2) week schedule. Otherwise, the employee's availability shall remain unchanged for all purposes related to employee scheduling.
- j) Changes to availability required by personal emergencies may be arranged provided the Supervisor is notified in advance in writing, where reasonably possible to do so, before the posting of the schedule.
- k) Before the schedule is posted, the employer shall fill outstanding shifts by scheduling part-time employees in the following manner providing that scheduling does not incur overtime.
 - i. Schedule, in order of seniority, each part-time employee in the classification, not yet scheduled for forty-eight (48) hours or more, who indicated availability for the shift(s);
 - ii. Schedule, in order of seniority, each part-time employee in the classification, up to eighty (80) hours, who indicated availability for the shift(s), unless the employee has indicated in writing, with at least ten (10) weeks notice that they do not wish to be scheduled more than forty eight (48) or sixty four (64) hours in a two week period;
 - iii. Schedule, in order of seniority, each casual employee in the classification who indicated availability for the shift(s).
 - iv. Offer, in order of seniority, each part-time employee in the classification who did not indicate availability for the shift(s).
 - v. Offer, in order of seniority each casual employee who did not indicate availability for the shift(s).
 - vi. Schedule, in reverse order of seniority, each employee in the classification who did not indicate availability to the shift(s).
- l) For the purpose of employee scheduling, employees may be offered more than one shift at one time for each two (2) week period and may accept more than one shift at one time provided that acceptance of the shift(s) does not incur overtime.
- m) Part-time and casual employees shall have the option of refusing to work shifts offered. However, casual employees shall not unreasonably or consistently refuse to work shifts offered.

17.4 Employee Call-In

Once the schedule is posted, shifts that become vacant will be filled in accordance with the following:

- a) When a portion of a shift becomes available in mid shift, part-time employees employed within the same position and already at work may be asked to remain when the work assigned is less than four (4) hours. Such time shall be offered on a seniority basis and shall not create an overtime situation.
- b) Provided the call-in does not incur overtime or result in the violation of the collective agreement, the Employer shall fill shifts in the following order when the need arises by contacting in the order of seniority those:
 - i. part-time employees in the classification
 - ii. casual employees in the classification
- c) Employees may be offered more than one shift at one time for each two (2) week period and may accept more than one shift at one time up to eighty (80) hours in the two (2) week period.
- d) Casual employees shall not unreasonably or consistently fail to respond to calls or refuse to work shifts offered on a call-in basis.
- e) Part-time employees may opt out of the call-in process at the beginning of a posted schedule on an ongoing basis by providing the Administrative Assistant/ Scheduler or designate with at least one (1) week notice in writing prior to the beginning of the next posted schedule.

Once opted out of the call-in process, a part-time employee may opt back into the call-in process at the beginning of a posted schedule by providing the Administrative Assistant/Scheduler or designate notice in writing at least one (1) week prior to the beginning of the next posted schedule.

Casual employees may not opt out of the call-in process.

17.5 Overtime

- a) Overtime shall be offered by seniority to employees within the same classification.
- b) An employee shall be paid at the rate of time and one-half (1 1/2) for all work over the normal work day, or over ten (10) such normal work days in a bi-weekly pay period. A normal work day is set out in Article 17.1, Sections (a) and (b).

17.6 Reporting Pay

Employees who report for work on any full eight (8) hour shift for which they are scheduled and for which they have not been notified not to report, will be guaranteed at least four (4) hours pay.

Where such employee is scheduled for less than a full shift, and qualifies for reporting pay, the amount of reporting pay shall be calculated as a proportion of the maximum four (4) hours allowable in the ratio that the hours for which such employee was scheduled constitutes a proportion of a full eight (8) hours shift.

17.7 Call-In Pay

- (a) A full-time employee who is called back to perform emergency work after completing the normal daily shift and after having left the Home shall be paid for minimum of three (3) hours pay at time and one-half (1 1/2) the employee's regular rate of pay.
- (b) A part-time employee who is called back to perform emergency work after completing a regular shift of not less than eight (8) hours, and after having left the Home, shall be paid a minimum of three (3) hours pay at time and one-half (1 1/2) the employee's regular rate of pay. Where the employee is so called back after completing a regular shift of less than eight (8) hours, the three (3) hours call-back pay shall be calculated at the employee's regular rate of pay.

17.8 Exchange of Shifts

- a. Employees may request, for their own personal convenience, to exchange an equivalent number of scheduled hours with other appropriately qualified employees within the same job classification;
- b. Employees wishing to exchange a shift shall submit a written request to their Supervisor for approval twenty-four (24) hours in advance of the proposed change on the appropriate written form. Such notice may be waived, by the non-union Supervisor, where exceptional circumstances warrant. The Supervisor's approval shall not be unreasonably denied. The Employer shall not be responsible for overtime claims or other premium rates that arise as a result of the exchange of shifts, even when the exchange occurs over two consecutive pay periods.

17.9 Shift Premium

Effective the first full pay period following September 12, 2020 Employees will be paid an evening shift premium of sixty cents (\$0.60) per hour for each hour worked

when the majority of such hours that are worked fall between 1500 hours and 2300 hours of the same day and a night shift premium of seventy-five cents (\$0.75) per hour for each hour worked when the majority of such hours that are worked fall between 2300 and 0700 hours of the following day.

17.10 Weekend Premium

Effective the first full pay period following September 12, 2020 Employees will be paid a weekend premium of seventy-five cents (\$0.75) for each hour worked.

17.11 Date of Shift

The date of a scheduled shift shall be the day upon which the majority of the hours of that shift is scheduled.

17.12 Employee Must Notify of Absence

Employees are responsible for notifying the Employer of an absence on a scheduled work day prior to the start of a scheduled shift. Employees who will be absent for their shift must make every reasonable effort to call the supervisor on shift, at least one hour prior to the start of their scheduled day shift, or at least four hours prior to the start of their scheduled evening or night shift.

17.13 An employee called in to work shall receive pay for the entire shift for which that employee was called in, provided the employee reports within thirty (30) minutes of the normal scheduled start time for that shift. This subsection shall only be applicable to an employee who was notified within one and one-half (1 1/2) hours prior to the start of the scheduled shift.

17.14 Upon request, copies of the work schedule will be made available to the Chief Steward for review and copy if required.

17.15 Meal Allowance

Employer shall provide a separate premium of \$5.00, or a meal, for employees required to work 3 hours or more of overtime at the end of a shift, at the Employer's option.

17.16 (a) The Employer may assign a pager to maintenance staff to facilitate a timely response to emergency call-ins on the terms set out below;

(b) Effective the first full pay period following September 12, 2020, the on call maintenance employee to whom the pager is assigned shall be paid one dollar and seventy cents (\$1.70) per hour for the time they are on call

outside of regular working hours.

Effective the first full pay period in January 2021 this payment will be increased to one dollar and seventy-five cents (\$1.75).

Effective the first full pay period in January 2022 this payment will be increased to one dollar and eighty cents (\$1.80).

Effective the first full pay period in January 2023 this payment will be increased to one dollar and eighty-five cents (\$1.85).

- (c) In addition, any call ins shall be paid for at the appropriate rate of pay according to the terms of the Collective Agreement;
- (d) The on call employee shall report for work within 45 minutes of the page, and shall be fit for duty at the time of reporting;
- (e) The assignment of the pager shall be on a weekly or monthly rotational basis as may be agreed from time to time. The parties acknowledge and agree that single day assignments may be warranted to provide sufficient “on-call” coverage during emergency leaves, such as medical or bereavement;
- (f) Assigned on call duty may be freely exchanged by giving the pager to another qualified maintenance employee, provided that prior written notice is given to the appropriate non-union supervisor or manager of the exchange.

ARTICLE 18 – REST PERIODS

18.1 All employees will be allowed a period of fifteen (15) minutes which must not be exceeded, for each full half or major fraction thereof of a normal work day, as set out in Article 17.1, without reduction in pay and without increasing the regular working hours.

ARTICLE 19 – RECOGNIZED HOLIDAYS

19.1 List of Holidays

The following holidays, and any other holiday proclaimed by the Federal, Provincial or Municipal Governments, shall be recognized as Recognized Holidays with pay for all employees with seniority:

New Year's Day
Good Friday

Canada Day
Labour Day

Easter Monday
Victoria Day
Civic Holiday
Family Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

19.2 Holiday Falling on Regular Day Off

If one of the above named holidays occurs on a full-time employee's regular day off, or during such employee's vacation period, the employee will receive an additional day off in lieu thereof and such day may be granted consecutive with the vacation period.

19.3 Pay for Working on a Holiday

- (a) Full-time employees required to work on a Recognized Holiday shall, at the option of the Employer, receive either:
 - (i) pay at the rate of time and one-half (1 1/2) the employee's regular rate for work performed on such holiday, in addition to the employee's regular pay;
 - or
 - (ii) pay at the rate of time and one-half (1 1/2) the employee's regular rate for work performed on such holiday, and an alternative day off with pay within thirty (30) days of the holiday;
- (b) Part-time employees required to work on a Recognized Holiday shall receive pay at the rate of time and one-half (1 1/2) the employee's average regular rate for work performed on such holiday

19.4 To Qualify for Holiday

- (a) In order to qualify for payment for the above named holidays, a full-time employee must work their regular working day preceding their regular working day immediately following the holiday or the day granted in lieu and the day of the holiday if scheduled to work on that date except where absent due to proven illness. A medical certificate shall be accepted as proof of illness with respect to this clause, however the employee will not be reimbursed for any cost in obtaining such certificate.
- (b) Part-time employees will be paid five decimal two percent (5.2%) of earnings in lieu of statutory holiday pay.

- (c) A Part-time employee who has worked in a Temporary Full-time capacity for a minimum of three (3) continuous months, shall, at the employee's request, become eligible for paid/banked holidays for the duration of their temporary full-time assignment, under the following parameters:
 - i. Entitlement to paid holidays shall be for those holidays named above that occur after the opt-in takes place up to the point of returning to a part-time line. There shall be no retroactivity;
 - ii. Such employee shall relinquish all right to the payment in lieu of holidays provided for under 19.4(b), effective the first pay period following the opt-in;
 - iii. Payment and/or Accumulation for eligible holidays for such employee shall be provided for in accordance with full-time employees as outlined in this Article.

19.5 Accumulating Holidays

A full-time employee may accumulate up to five (5) Recognized Holidays in the year from February 1st of the current calendar year to January 31st of the year which follows, but once having done so, may not do so again for a further five (5) such year interval. Such accumulation is permitted subject to the following conditions:

- (a) The maximum permitted to schedule such lieu time at any identical time will be twenty (20%) percent of any classification, and the minimum will be one (1) such employee;
- (b) Such election must be made prior to January 31st on any calendar year to permit the Employer sufficient time to arrange for adequate scheduling and staffing;
- (c) When more than the twenty (20%) percent maximum in any classification request that they be permitted to accumulate, seniority shall be the determining factor;
- (d) An employee who is granted up to such five (5) accumulated holidays as set out herein must notify the Employer of the dates upon which such days will be taken in lieu by May 1st of that calendar year or the right to so schedule will be lost, and the Employer will schedule the up to five (5) days;
- (e) The up to five (5) days selected must pre-date the first date which is to be taken in lieu as set out in subsection (d) above;

- (f) Accumulated holidays may not be scheduled off between December 15th and January 14th inclusive.

19.6 Christmas Day and Boxing Day or December 31st and New Year's Day Off

The Employer will endeavour to ensure that an employee who is scheduled to work Christmas Day and Boxing Day is scheduled off December 31st and New Year's Day and is scheduled in the reverse in the following year.

The Employer shall first consider the provisions of this Article when determining eligibility for vacation on any of these calendar days. An employee will only be granted vacation if the Employer has sufficient coverage to meet the requirements of this Article while paying due regard to the operational requirements of the home.

ARTICLE 20 – VACATIONS

20.1 Vacation Year For Computation

For the purpose of calculating vacations and eligibility, the vacation year shall be from June 1st until May 31st.

20.2 Less Than One Year of Continuous Service

Full-time employees with less than one (1) year's continuous service as of May 31st in any year shall be entitled to a vacation with pay in accordance with the Employment Standards Act, as amended.

20.3 Three (3) Weeks' Vacation

Subject to what is contained in Articles 20.9 and 20.10, full-time employees on the active payroll with one (1) full years' continuous service as of May 31st in any year, shall be entitled to three (3) weeks' vacation with pay, calculated at the rate of three (3) weeks' normal earnings.

20.4 Four (4) Weeks' Vacation

Full-time employees on the active payroll with eight (8) full years' continuous service as of May 31st in any year shall be entitled to four (4) weeks' vacation with pay, calculated at the rate of four (4) weeks' normal earnings.

20.5 Five (5) Weeks' Vacation

Full-time employees on the active payroll with thirteen (13) full years' continuous service as of May 31st in any year shall be entitled to five (5) weeks' vacation with

pay calculated at the rate of five (5) weeks' normal earnings.

20.6 Six (6) Weeks' Vacation

Full-time employees on the active payroll with twenty-one (21) full years' continuous service as of May 31st in any year shall be entitled to six (6) weeks' vacation with pay calculated at the rate of six (6) weeks' normal earnings.

20.7 Seven (7) Weeks' Vacation

Full-time employees on the active payroll with thirty (30) full years' continuous service as of September 26, 2006 shall be entitled to seven (7) weeks' vacation with pay calculated at the rate of seven (7) weeks' normal earnings.

20.8 Vacation Pay

Full-time employees will receive their vacation pay on their regular direct deposit pay date that coincides with the vacation time taken. Such vacation pay will be computed at the rate of pay earned during the vacation. Tax will be calculated separately from the normal pay.

20.9 Deductions for Absence

Where a full-time employee is laid off or is granted leave of absence without pay, including absences due to illness without pay, for any period of one (1) month or more, such employee's vacation entitlement for the year in which the leave, layoff or unpaid illness occurs will be reduced on the basis on one-twelfth (1/12th) for each full calendar month's absence, calculated to the nearest half-day.

20.10 Deductions for Compensation

Where an employee is absent from work for more than one (1) month as a result of a compensable injury, such employee's annual vacation entitlement as defined under this Article shall be reduced by one-twelfth (1/12th) for each full calendar month's absence calculated to the nearest half-day.

20.11 Overpayment of Vacation

Where employees have taken their vacation, and as a result of subsequent termination, leave of absence, or any other reason have received more vacation pay than they are properly entitled to under the terms of this Agreement, the Employer shall deduct such overpayment from the employee's pay cheques or vacation cheques.

20.12 Vacations Upon Termination

Employees with more than one (1) full year of continuous service, who leave the employ of the Employer and have unused vacation credits, shall receive vacation pay for said credits in accordance with the applicable vacation pay for the year in which the credits were earned.

20.13 Vacation Pay - Part-Time Employees

Vacation pay shall be processed twice each calendar year by no later than June 15th and December 15th. Each payment shall be processed as a separate bank deposit from that for hours worked. The vacation payment shall be based on the appropriate percentage of earnings earned since the previous vacation payment. In calculating vacation pay, percentage in lieu of benefits, clothing allowance, previously paid vacation pay and severance pay shall not be considered earnings.

Vacation pay entitlements shall be calculated using the following formula:

From start of employment: 4% of earnings

After three (3) years employment/5460 hours worked/paid: 6% of earnings

After nine (9) years of employment /16380 hours worked/paid: 8% of earnings

After fifteen (15) years of employment /27300 hours worked/paid: 10% of earnings

After twenty-five (25) years of employment /45500 hours worked/paid: 12% of earnings

20.14 Vacation - Part-Time to Full-Time Employees

Where a Part-Time Employee is hired into a Full-Time position, vacation pay shall be calculated based on the employee's earnings since the previous vacation payment. The employee may choose, at the time of reclassification, to have this amount either;

- a. paid out, or
- b. converted into banked vacation hour(s), based on their new hourly rate, for use during the current vacation year

ARTICLE 21 – WAGES

21.1 The Employer agrees to pay, and the Union agrees to accept, the wages set out in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 22 – CONTRACTING OUT

22.1 In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit, except that the Employer shall have the right to contract out work in the area of security, outside grounds maintenance and snow removal. It is acknowledged that this clause will not prohibit the short-term use of outside replacement personnel where regular employees are not available.

ARTICLE 23 – SICK LEAVE

23.1 Credits and Accumulation

Upon successful completion of the Probationary Period, full-time employees shall be credited with one (1) day's sick leave for each month of service, such leave to be cumulative.

23.2 Credits Equate to Working Time

a) Where a full-time employee is absent from employment for a period in excess of nine (9) working days in a calendar month, the sick leave credit referred to in 23.1 shall be allowed as follows:

Working Days Absent	Monthly Sick Leave Credit
0-9 days inclusive	1 day
10-15 days inclusive	½ day
16 or more days	Nil

b) Article 23.2 a) shall not apply to a full-time employee who is:

- (i) Absent due to attendance at any convention, education course or similar activity sponsored or approved by the Corporation;
- (ii) Requested to work different hours than those in originally scheduled for that employee;
- (iii) on vacation
- (iv) on a recognized Holiday
- (v) on an approved leave of absence with pay;
- (vi) granted leave of absence in writing without pay by the Department Head or designate, to a maximum of thirty (30) calendar days;
- (vii) on an approved WSIB leave of absence

c) Article 23.2 a) shall apply to a full-time employee who is:

- (i) Absent because of illness or non-compensable accident;
- (ii) Absent because of quarantine by the Medical Officer of Health

- (iii) On a leave of absence without pay, for a period longer than thirty (30) calendar days

23.3 Charging Sick Leave

Full-time employees losing working time as a result of bona fide illness will have such lost time charged against their accumulated sick leave credits to the nearest one-quarter (1/4) normal working day.

23.4 Physician's Certificates

If an employee is absent due to illness:

- (a) for three (3) but less than thirty (30) consecutive days, such employee may be required to submit a certificate from a physician as soon as possible upon returning to active duty;
- (b) for thirty (30) or more consecutive days, such employee may be required to submit a certificate from a physician certifying inability to work and the nature of such illness. An employee shall not be entitled to be paid sick leave in that month without furnishing such certificate and so on from month to month in the event the employee's illness extends from one month to the next month.

23.5 Sick Leave and Specialist Appointments

It is understood that employees will be allowed to draw from their sick leave bank, when necessary, to attend emergency appointments with specialists (i.e. physicians, dentists, therapists, etc.) so that employees do not incur monetary losses.

It is also understood that employees will notify their Supervisor or Designate as soon as a regular appointment is made so that when the schedules are being made up the Employer may ensure that the day of the employees appointment will be their regular day off.

23.6 Sick Leave During Vacation/ Recognized Holiday

Where an employee's scheduled vacation or recognized holiday is interrupted due to serious illness/injury that either commenced prior to or during the scheduled vacation period, the period of such illness/injury shall be considered sick leave.

Serious illness/injury is defined as an illness/injury that is not WSIB related and requires the employee to receive on-going medical care and/or treatments

resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

The portion of the employee's vacation or holiday which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits or banked holiday credits.

23.7 Repetitive Illnesses

After a full-time employee has had three (3) periods of sick leave of three (3) days or less within a calendar year, the Employer may refuse to pay the fourth (4th) or subsequent period of sick leave until such the as the employee submits a Capabilities form completed by a physician certifying inability to work and the nature of such illness, notwithstanding that the employee has accumulated sick leave credits. It is understood that this provision is an endeavour to eliminate abuse of sick leave and is in addition to any other disciplinary action which the Employer may deem fit to invoke. The refusal of the Employer to pay for the fourth (4th) or subsequent period of sick leave may be the subject of a Grievance.

23.8 Sick Leave Credit Gratuity

Upon termination of employment, for any reason other than discharge for cause, employees who were full-time employees entitled to sick leave credits on or before April 29, 1987 will be entitled to their accumulated sick credits subject to:

- (i) Such employee must have five (5) full years' of service as a full-time employee as of the date of such resignation or permanent layoff;
- (ii) Such severance pay will be equal to fifty (50%) percent of the number of days accumulated from sick leave not to exceed one-half (1/2) year's earnings based upon the basic salary and normal hours of work received by such employee immediately prior to such resignation or permanent layoff.

23.9 County Sick Leave Plan

The Employer agrees that should the Corporation of Haldimand County review in any part their present Sick Leave Programme for County employees that would result in a programme superior to the above, the Union and the Employer shall meet for the purpose of amending this Sick Leave Programme to conform to that of the Corporation of Haldimand County.

23.10 Statement of Credits

A statement of sick leave credits, up to and including the last pay of the calendar

year, shall be included in the pay statement of each full-time employee within three (3) pay periods following December 31st of each year.

23.11 Payment for Certificates

An employee who is required to have a medical examination and/or produce a doctor's certificate as set out in this Agreement or Provincial regulations shall be re-imbursed by the Employer for such expense upon producing a proper receipt.

23.12 An employee who transfers from a full-time position to a part-time position within this bargaining unit, shall receive their accumulated sick leave credits, subject to the provisions of Article 23.8.

It is understood that an employee who, prior April 29, 1987, transferred from a full-time position to a part-time position within this bargaining unit, shall receive payment for their sick leave credits, subject to the provisions of Article 23.8.

ARTICLE 24 – HEALTH INSURANCE PROGRAM

24.1 Hospitalization

The Employer will pay one hundred percent (100%) of the Employer Health Tax for all employees covered by this Agreement, as per the Legislation, as amended.

24.2 Group Life Insurance

For full-time employees up to the age of 65, the Employer will pay one hundred (100%) percent of the premium cost of the Group Life Insurance Plan which provides for a face value of one and one-half (1 1/2) times annual salary (to the next highest thousand) plus accidental death and dismemberment.

24.3 Extended Health Plan

For full-time employees up to the age of 65, the Employer will pay one hundred (100%) percent of the premium cost of the Extended Health Plan (\$10/\$20 deductible) or its equivalent with existing riders.

Optical Coverage

shall be four hundred dollars (\$400.00) every twenty-four months, family coverage, and employees may use the allowance for eye examinations in addition to previously permitted uses.

24.4 Dental Plan

A Dental Plan similar to SunLife Contract #22487 with a current O.D.A. fee schedule

will be available to all Full-Time employees up to the age of 65 and the Employer will pay eighty (80%) percent of the premium for said plan.

Reimbursement for crowns, bridgework and major restorative services as well as the construction and insertion of standard dentures at fifty (50%) percent of the cost to an annual maximum of one thousand five hundred dollars (\$1,500) per permanent full-time employee.

24.5 Long Term Disability Plan

For full-time employees, the Employer will pay one hundred (100%) percent of the premium cost of the Long Term Disability Plan which provides for sixty percent (60%) of the highest rate in the wage schedule.

24.6 When Benefits Available

The Benefit Plans set out in this Article will be available to full-time employees **up** to the age of 65 upon successful completion of the Probationary Period set out in Article 10.1 of this Agreement.

Continuation of any benefits for an employee on an unpaid leave of absence shall be subject to the approval of the provider. The Corporation shall pay the approved benefit premiums for up to thirty (30) calendar days. Thereafter, eligible employees may choose to maintain coverage, by paying the full premiums by the first (1st) day of each month following or by some other mutually satisfactory arrangement between the employee and the Employer.

24.7 Part-Time Employees - Percentage in Lieu of Benefits

1. Part-time employees not enrolled in the OMERS Pension Plan shall receive thirteen and one half percent (13.5%), for each hour worked, in lieu of sick leave and health and welfare benefit plans, following successful completion of the probationary period.
2. Part-time employees enrolled in the OMERS Pension Plan shall receive nine percent (9.0%) per hour, for each hour worked, in lieu of sick leave and health and welfare benefit plans, following successful completion of the probationary period.

24.8 The Employer and each regular full-time employee shall subscribe as required by and to the following pension plans:

(a) O.M.E.R.S.

The Employer and the employees shall make contributions in accordance with the provisions of O.M.E.R.S., and the employees shall retire in

accordance with the terms of said Plan.

(b) Canada Pension Plan

24.9 An employee is required to provide sufficient notice to the Home where a change is required to be made to:

- (a) benefit coverage, entitlement or exemption status;
- (b) residence, telephone, marital or dependant's status.

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

24.10 The Employer will provide a copy of the Benefit Plan Booklets to all current full-time employees, and to any employee completing their probationary period during the term of this Collective Agreement.

ARTICLE 25 – UNIFORMS

25.1 Effective in the year 2021, eligible employees will be paid a one hundred and seventy-five dollars (\$175.00) per year uniform allowance on the first pay issued in December of each year.

To be eligible for the payment, employees must have a total of 1900 actual hours worked from date of hire and be on payroll as of the last day of the first pay period in November. Once an employee has worked a total of 1900 hours, they remain eligible for the uniform allowance in each succeeding year provided that the employee remains on payroll as of the last day of the first pay period in November.

Eligible employees who are not in receipt of pay when the uniform allowance is paid shall receive the uniform allowance on their first pay upon their return to work.

ARTICLE 26 – HEALTH AND SAFETY

26.1 The Parties agree to abide by the Occupational Health and Safety Act of Ontario and regulations made under the Occupational Health and Safety Act for health care and residential facilities.

26.2 The Employer and the Union recognize that only through collective efforts and co-operation can an effective Health and Safety program be realized. Such program will recognize the employees right to standards of health and safety in the workplace.

- 26.3 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.
- 26.4 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 the Bargaining Unit, shall be the primary vehicle through which Health and Safety issues in the workplace are dealt with. The Parties agree that the Occupational Health and Safety Act will be deemed a part of this agreement and the Health and Safety Committee will be respected and supported by both Parties.
- 26.5 Meetings of the Joint Health and Safety Committee shall be held quarterly, or if deemed required by either the Union or the Employer Co-chair of the Committee, monthly, or more frequently if deemed required by a joint recommendation of the Union and Employer Co-chairs.
- 26.6 Minutes shall be taken of all meetings and copies will be sent to the Employer and the Union Chairperson.
- 26.7 The Parties agree that the Committee shall have specific operational guidelines, the contents of which must be approved by both Parties to this Agreement.
- 26.8 The Committee shall be notified in writing of all documented incidents and workplace accidents including injury. The Committee shall investigate and report on said circumstances as per the operational guidelines.
- 26.9 The Parties agree that time spent in Committee work will be considered a highly important part of the workers job and all time spent in Committee activities, including prescribed preparation time, shall be paid at the applicable hourly rate.
- 26.10 One (1) employee representative will participate in worker certification training as specified by the workplace Health and Safety Agency. Apart from workers certification training, worker and Employer members training requirements will be based on the recommendations of the Committee to the Employer.
- 26.11 The Committee shall identify potential dangers and hazards, suggest means of improving Health and Safety Programs and recommend actions to be taken to improve conditions related to health and safety. 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.
- 26.12 Legislative requirements regarding protective clothing and/or other devices will be adhered to by the Employer and the employee.

ARTICLE 27 – WORKPLACE SAFETY AND INSURANCE BENEFITS

27.1 The Employer agrees to abide by the Workplace Safety and Insurance Act and the Human Rights Code including the re-instatement provisions.

27.2 The Employer agrees to supply to the employee upon request, a copy of the Workplace Safety and Insurance Board's Form 7. The employee shall be given an opportunity to meet with the Employer to discuss and amend, if necessary, any errors or omissions found on the Form 7.

27.3 Re-instatement Under Section 40 - Workplace Safety and Insurance Act

The Employer shall advise the Union when it receives notice from W.S.I.B. of a workers' ability to return to either regular duties, comparable work or suitable work, the Union will be advised of County Job Postings and will keep workers, with Section 40 rights, informed of such postings.

27.4 The Employer and the Union recognize that from time to time individual workers may have special needs that require special modification of work and/or physical accommodation within the workplace. The Employer and the Union will thereby endeavour to find co-operative solutions to workplace and/or contractual barriers to workers with special needs.

27.5 The Parties agree to establish a Re-instatement Committee comprised of joint Union and Employer representation to review the needs of injured/disabled workers seeking accommodation within the bargaining unit in the context of employment opportunities, modification of work, and the Collective Agreement and to recommend to the Employer methods for overcoming physical/contractual barriers to the re-instatement of workers. The Employer and the Union agree that all jobs listed in Schedule A of the Collective Agreement or any subsequent jobs that may be subsequently added to that list, may, with the recommendation of the Committee, and with the agreement of both Parties, be offered directly to qualified employees who are unable to return to their regular jobs due to permanent injury/disability as required by the Workplace Safety and Insurance Act and the Human Rights Code of Ontario, as amended.

27.6 The Employer shall advise the Union when it receives notice of a workers ability to return to either regular duties, comparable work or suitable work.

27.7 Workplace Safety and Insurance Benefit Supplement

If a claim for Workplace Safety and Insurance benefits is made by the Employer on behalf of an employee, said employee may, in return for turning over all monies received for said compensation, elect to receive full salary from the employee's accumulated sick bank until such time as the claim is adjudicated in the employee's favour. At such time, the employee will be entitled to assign the Workplace Safety and Insurance benefits to the Employer in exchange for bi-weekly advances

equivalent to the Workplace Safety and Insurance's entitlement. In addition, the qualifying employee will be entitled to full restoration of the sick bank to the pre-accident amount.

ARTICLE 28 – VACANCY POSTING

28.1 Posting Procedure

The Employer will post all permanent vacancies or new jobs within the bargaining unit which it intends to fill. Such posting shall be posted on the Union bulletin board and identify the title of the position, wage rate and assigned line. The employer shall endeavor to post the notice within five (5) working days after the vacancy or new job occurs. Such vacancies shall be filled in accordance with the terms as prescribed in Article 12.1.

The initial vacancy shall remain posted for a period of seven (7) business days (Monday to Friday, excluding holidays). Any and all subsequent vacancies that arise from filling the initial vacancy shall remain posted for a period of three (3) business days.

Employees wishing to apply for such posted vacancy must make written application to the Employer, using the prescribed form and procedures, within the respective seven (7) or three (3) days.

Once a successful candidate has been selected, the Employer will make the employment offer to the candidate of choice. The successful candidate will have two (2) business days to respond to the offer, after which the offer is withdrawn and the Employer may make an alternative selection.

Where the successful candidate is selected from within the bargaining unit, the effective date to the position shall be made within eight (8) weeks from the date of acceptance of the position. Where there are no applicants for a posted vacancy or where no qualified applicants have applied, such vacancy shall be filled at the discretion of the employer.

28.2 Notification

The name of the successful applicant shall be posted and a copy provided to the Union.

28.3 In the event that the Employer establishes a new job classification, the Employer shall set a wage rate and notify the Union. Unless written notice or objection thereto by the Union is given to the Employer within ten (10) working days after such notice; such wage rates shall be considered as approved.

28.4 Should the Union object to the interim rate, it shall so notify the Employer, outlining its reasons therefore, and the Parties shall then meet for the purpose of developing a mutually agreeable rate. Should the Parties be unable to agree upon a rate within ten (10) working days, the matter may be referred by either Party to Arbitration, for final determination in accordance with the Arbitration Procedure of this Agreement.

28.5 An employee permanently transferred to another classification within the bargaining unit shall be given a one (1) calendar month trial period effective the date of transfer to the new classification. For the Registered Practical Nurse, Cook and Maintenance classifications, this trial period shall be four hundred (400) hours worked, excluding the orientation period, effective the date of transfer to the classification.

The purpose of this trial period is to allow the employee an opportunity to assess the job as well as to allow the Home to assess the employee's suitability for the job. At any time during the trial period, should the employee desire to return to his former job or should the Home not be satisfied with the employee's performance, the employee is transferred back to his former job at his former rate of pay, without loss of seniority. It is understood that this procedure does not prevent the employee or the Home from lodging a Grievance.

28.6 The Employer shall have the right to assign or otherwise arrange to have staff assigned to meet the needs of residents, on a short term basis, and shall advise the Union of this circumstance and expected duration of such circumstance. Experience gained by employees temporarily assigned to these positions shall not count as experience in subsequent postings.

28.7 Temporary Vacancies

Full-time vacancies which are not expected to exceed forty-five (45) days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given initially to senior part-time employees within the classification who are qualified to perform the work in question, and, in the alternative, to senior qualified bargaining unit employees in another classification.

Vacancies caused due to illness, accident, leave of absence (including pregnancy/parental) which will not exceed six (6) months, or fifty-two (52) weeks in the case of pregnancy/parental leave, will be posted. In filling such vacancies, when posted, the position shall be given to the senior part-time employee currently within the classification prior to considering applicants outside of the classification.

If a vacancy is expected to exceed six (6) months or fifty-two (52) weeks in the case of pregnancy and parental leave, the vacancy/position will be posted and available to the most senior part-time qualified employee in the bargaining unit.

Upon completion of a full-time temporary vacancy that employee will have the option to bump the most junior employee in a full-time temporary vacancy within their classification or return to their former part-time position.

Part-time employees will retain their part-time status while filling such vacancies.

When there are bargaining unit employees laid off/displaced, the provisions of Section (c) of Article (12.3) shall take precedence over this Article for vacancies, which are expected to exceed four (4) months.

ARTICLE 29 – IN-SERVICE MEETINGS

29.1 When an employee is on duty and authorized to attend any in-service program within the Home during regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend courses outside regularly scheduled working hours for a period no greater than two hours, the employee shall be paid for all time spent in attendance of such courses at the employee's regular straight time hourly rate of pay.

ARTICLE 30 – RESIGNATION PROCEDURE

30.1 An employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until one working day has elapsed from the time of the submission of the resignation, at which time it shall become final. Such written notice of resignation shall provide for not less than two (2) weeks advance notice.

ARTICLE 31 – UNION REPRESENTATIVE'S VISITS

31.1 A Representative of the Union will be entitled to visit a unit covered by this Agreement during working hours at reasonable times to interview employees, provided they first advise the Administrator of the Home or Office staff. Such visit shall be restricted in access to the main hallways, Nurses Stations, laundry and maintenance areas of the Home.

ARTICLE 32 – TRAINING & EDUCATION FUND

32.1 Annual lump sum payments shall be made to the union, upon issuance of an invoice, as follows:

Upon Ratification- \$600
Effective January 1, 2021 - \$600
Effective January 1, 2022 - \$700
Effective January 1, 2023 - \$800

ARTICLE 33 – PAY CHEQUE DISTRIBUTION

33.1 Employees shall be paid every other Thursday via Direct Deposit.

ARTICLE 34 – FLU POLICY

34.1 The parties agree that the employer is entitled to adopt or continue a reasonable flu policy.

ARTICLE 35 – TERMINATION OF COLLECTIVE AGREEMENT

35.1 Duration of Agreement

This agreement shall remain in full force and effect from January 1, 2020 until December 31, 2023 and shall continue in effect automatically thereafter, for periods of one (1) year each, unless either party gives the other party notice of renewal and/or amendment of this agreement at any time within ninety (90) days prior to the expiry of this agreement.

35.2 Bridge Agreement

If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiry date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the Conciliation proceedings prescribed under the Labour Relations Act, R.S.O. 1995, Chapter 1, of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, R.S.O. 1990, Chapter H14, as amended, whichever should first occur.

35.3 The Employer and the Union will each pay 50% of the reasonable printing costs of the Collective Agreement. Printing to be done by UFCW Canada, Local 175.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

FOR THE EMPLOYER:

Kathy Sitter

Jennifer Jacob

Pam Caughell

Jelte Schaafsma

Terri Thomas

Kellen Mowat

Lorrie Lester

Cathy Case

James Fleming

Megan Jamieson

Denise Carlson

Jason Hanley

Schedule A

UFCW Hope Service Workers			1-Jan-19	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23
<u>Job Title</u>	<u>Step</u>	<u>Progression</u>	1.75%	1.75%	2%	1.90%	1.90%
RPN	1	Start	28.363	28.859	29.364	29.922	30.491
	2	After 1 year / 1900 hours	28.649	29.150	29.660	30.224	30.798
	3	After 2 years / 3800 hours	28.938	29.444	29.959	30.528	31.108
	4	After 3 years / 5700 hours	29.230	29.742	30.262	30.837	31.423
RAI-MDS Coordinator	1	Start	28.217	28.711	29.213	29.768	30.334
	2	After 1 year / 1900 hours	28.502	29.001	29.509	30.070	30.641
	3	After 2 years / 3800 hours	28.790	29.294	29.807	30.373	30.950
	4	After 3 years / 5700 hours	29.081	29.590	30.108	30.680	31.263
Personal Support Worker / Health Care Aide	1	Start	23.003	23.406	23.816	24.269	24.730
	2	After 1 year / 1900 hours	23.235	23.642	24.056	24.513	24.979
	3	After 2 years / 3800 hours	23.470	23.881	24.299	24.761	25.231
	4	After 3 years / 5700 hours	23.707	24.122	24.544	25.010	25.485
Laundry Aide	1	Start	21.144	21.514	21.890	22.306	22.730
	2	After 1 year / 1900 hours	21.358	21.732	22.112	22.532	22.960
	3	After 2 years / 3800 hours	21.574	21.952	22.336	22.760	23.192
	4	After 3 years / 5700 hours	21.792	22.173	22.561	22.990	23.427
Dietary Aide	1	Start	20.923	21.289	21.662	22.074	22.493
	2	After 1 year / 1900 hours	21.134	21.504	21.880	22.296	22.720
	3	After 2 years / 3800 hours	21.347	21.721	22.101	22.521	22.949
	4	After 3 years / 5700 hours	21.563	21.940	22.324	22.748	23.180
Housekeeping Aide	1	Start	20.839	21.204	21.575	21.985	22.403
	2	After 1 year / 1900 hours	21.049	21.417	21.792	22.206	22.628
	3	After 2 years / 3800 hours	21.262	21.634	22.013	22.431	22.857
	4	After 3 years / 5700 hours	21.477	21.853	22.235	22.657	23.087
Cook	1	Start	22.621	23.017	23.420	23.865	24.318
	2	After 1 year / 1900 hours	22.849	23.249	23.656	24.105	24.563

	3	After 2 years / 3800 hours	23.080	23.484	23.895	24.349	24.812
	4	After 3 years / 5700 hours	23.313	23.721	24.136	24.595	25.062
Maintenance	1	Start	22.621	23.017	23.420	23.865	24.318
	2	After 1 year / 1900 hours	22.849	23.249	23.656	24.105	24.563
	3	After 2 years / 3800 hours	23.080	23.484	23.895	24.349	24.812
	4	After 3 years / 5700 hours	23.313	23.721	24.136	24.595	25.062
Van Attendant / Maintenance	1	Start	22.621	23.017	23.420	23.865	24.318
	2	After 1 year / 1900 hours	22.849	23.249	23.656	24.105	24.563
	3	After 2 years / 3800 hours	23.080	23.484	23.895	24.349	24.812
	4	After 3 years / 5700 hours	23.313	23.721	24.136	24.595	25.062
On Call							
Rate for Designated Positions				1.700	1.750	1.800	1.850
NOTES:							
<p>1. For the purpose of wage progression, the "Progression" column, "year" refers to a full-time employee's and "hours" refers to part-time employee's work within the position.</p>							
<p>2. Employees hired into positions which are posted as "Dietary Aide / Cook" shall be paid as a Dietary Aide for days scheduled / assigned as a Dietary Aide and shall be paid as a Cook for days scheduled / assigned as a Cook.</p>							
<p>3. Maintenance position is Male Comparator for Personal Support Worker and Cook positions for Pay Equity purposes.</p>							

NOTES:

1. For the purpose of wage progression, the "Progression" column, "year" refers to a full-time employee's- and "hours" refers to a part-time employee's work within the position.
2. Employees hired into positions which are posted as "Dietary Aide / Cook" shall be paid as a Dietary Aide for days scheduled/ assigned as a Dietary Aide and shall be paid as a Cook for days scheduled / assigned as a Cook.
3. Maintenance position is Male Comparator for Personal Support Worker and Cook positions for Pay Equity purposes.

LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The “Employer”)**

-and-

**Health, Office and Professional Employees’ Local 175
Division of United Food and Commercial Workers’ Union Canada
(The “Union”)**

Re: Pay Equity

The Parties agree that they have satisfied the requirements of establishing Pay Equity. Furthermore, the Parties agree to meet during the term of this Collective Agreement, if necessary, to ensure that Pay Equity is maintained.

Signed at Dunnville , Ontario, this 4th day of February , 2021.

FOR THE UNION:

FOR THE EMPLOYER:

Kathy Sitter

Jennifer Jacob

Pam Caughell

Jelte Schaafsma

Terri Thomas

Kellen Mowat

Lorrie Lester

Cathy Case

James Fleming

Megan Jamieson

Denise Carlson

Jason Hanley

LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The “Employer”)**

-and-

**Health, Office and Professional Employees’ Local 175
Division of United Food and Commercial Workers’ Union Canada**

(The “Union”)

Re: Scheduling Time Off

The following time off rules will apply to all employees:

1. Vacation Requests:

- a. Requests for the annual vacation period of June 1 – May 30, shall be submitted to the Supervisor, or designate, by February 28th for approval.
- b. All requests will be granted in order of seniority subject to the provisions of this Letter of Understanding and Article 19.6
- c. The approved vacation schedule will be confirmed no later than April 15th .
- d. Vacation requests for the annual vacation period beginning June 1st which are submitted after February 28th must be submitted at least 2 weeks in advance of the vacation time requested and will be considered after April 15th, on a first come, first serve basis.

2. Scheduled Time Off

For the purpose of this Letter of Understanding, scheduled time off means scheduled vacation pursuant to Article 20, scheduled Recognized Holidays pursuant to Article 19 – Recognized Holidays and Scheduled Personal Leave pursuant to Article 15.1.

Part-time vacation pay is outlined in Article 20.14. In addition to payment, part-time employees are entitled to time off in accordance with the Employment Standards Act as amended.

3. Considerations When Approving Time Off Requests

- a. All employees will be given the opportunity to take a block of 2 weeks (or two blocks of 1 week) during prime time. A block is defined as Monday to Sunday. Prime time is defined as June 15th to September 15th. The employee's vacation bank will be reduced according to the employee's scheduled shifts for that vacation block.
- b. No individual days or recognized holidays will be considered until all requests for blocks are honoured in prime time as defined above in point 3.
- c. As permitted by point 1(d), individual days or recognized holidays can be scheduled based on seniority during prime time, as defined in point 3, or at any other time during the work year and subject to the provisions of Article 19.6. The Employer shall not unreasonably withhold the approval of individual days or recognized holidays.
- d. For the purpose of granting scheduled time off, the number of employees on scheduled time off will depend on the number of beds.
 - i. Five (5) personal support workers may be scheduled off per day. Without prejudice to the Employer's rights, the Employer will endeavor to allow for additional personal support workers to have scheduled time off per day, paying due regard to the operational needs of the home. This decision will be at the sole discretion of the Employer.
 - ii. In respect of other classifications, the Employer's past practice regarding scheduled time off shall continue adjusted approximately proportionately to the number of beds operated.

Staff on modified duty does not count in the allotment specified in point 3(d) above.

4. Cancelling Scheduled Time Off

An employee who wishes to cancel their approved scheduled time off leave must do so prior to the posting of the related schedule. In the event such notice cannot be provided due to an extenuating circumstance, as approved by the Supervisor, an employee who is negatively affected by another employee cancelling their approved vacation after a schedule is posted, shall be offered a subsequent call-in opportunity to help offset the lost scheduled shift(s), as follows:

- a. Only one offer will be made for each lost scheduled shift.
- b. The offer does not incur overtime.
- c. The offer is in accordance with the hours of work provisions (Article 17.1).

- d. By virtue of allowing priority call-in for this purpose, it is understood that regular call-in practices under Article 17.4 do not apply.
- e. In the case that more than one employee is negatively affected, the opportunity for call-ins shall be offered in order of seniority.

This Letter of Understanding shall remain in effect until the current Collective Agreement expires.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

Lorrie Lester

James Fleming

Denise Carlson

Jason Hanley

FOR THE EMPLOYER:

Jennifer Jacob

Jelte Schaafsma

Kellen Mowat

Cathy Case

Megan Jamieson

LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The “Employer”)**

-and-

**Health, Office and Professional Employees’ Local 175
Division of United Food and Commercial Workers’ Union Canada**

(The “Union”)

Re: Error in Pay

The Employer agrees if an error in pay caused by the employer of 10% or greater than the employee’s bi-weekly gross earning for that pay period , the Employer will reimburse the employee no later than three business days following notification of their supervisor.

When an employee is notified of an overpayment, the employer will consult with the union and employee to agree on the repayment terms.

This Letter of Understanding will automatically terminate upon expiration of the current Collective Agreement.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

Lorrie Lester

James Fleming

Denise Carlson

Jason Hanley

FOR THE EMPLOYER:

Jennifer Jacob

Jelte Schaafsma

Kellen Mowat

Cathy Case

Megan Jamieson

LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The “Employer”)**

-and-

**Health, Office and Professional Employees’ Local 175
Division of United Food and Commercial Workers’ Union Canada**

(The “Union”)

Re: Union Functions Leave

When the Employer pre-authorizes a written request by the Union for a Leave of Absence without pay for a Steward or Union Committee member to perform Union business, the Employer shall pay the wages of the employee when specified by the Union and invoice the Union accordingly. The Union will promptly reimburse the Employer.

The Employer reserves the right to suspend this practice with one month’s notice if administrative difficulties are experienced.

This Letter of Understanding will automatically terminate upon expiration of the current Collective Agreement.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

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James Fleming

Denise Carlson

Jason Hanley

FOR THE EMPLOYER:

Jennifer Jacob

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Cathy Case

Megan Jamieson

LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The “Employer”)**

-and-

**Health, Office and Professional Employees’ Local 175
Division of United Food and Commercial Workers’ Union Canada
(The “Union”)**

Re: Union Office

The Employer shall provide upon request and as the need arises a room in the building subject to availability, for use by the Union Stewards for the purpose of Union business as outlined in Article 7.

This Letter of Understanding shall remain in effect until the current Collective Agreement expires.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

FOR THE EMPLOYER:

Kathy Sitter

Jennifer Jacob

Pam Caughell

Jelte Schaafsma

Terri Thomas

Kellen Mowat

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Cathy Case

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Jason Hanley

LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The "Employer")**

-and-

**Health, Office and Professional Employees' Local 175
Division of United Food and Commercial Workers' Union Canada
(The "Union")**

Re: Safety Footwear

Upon presentation of a receipt of purchase for safety footwear, Maintenance employees on payroll as of April 15, 2005 will be reimbursed up to \$150.00 on a calendar year basis.

This Letter of Understanding shall remain in effect until the current Collective Agreement expires.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

FOR THE EMPLOYER:

Kathy Sitter

Jennifer Jacob

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LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The “Employer”)**

-and-

**Health, Office and Professional Employees’ Local 175
Division of United Food and Commercial Workers’ Union Canada**

(The “Union”)

Re: Leukemia Fund

The Employer shall deduct from the weekly earnings of each employee, upon written authorization from each employee, twenty-five cents (\$.25) per week and shall, together with a detailed list of the names, Social Insurance Numbers and amount deducted, remit same by cheque payable to the UFCW Local 175 Leukemia Fund before the fifteenth (15th) day of the following month. Receipt for the total amount deducted per employee in the calendar year will be provided by the Union on or before February 28th of each year, or noted by the Employer on the employee’s T4 slip.

This Letter of Understanding shall remain in effect until the current Collective Agreement expires.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

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James Fleming

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Jason Hanley

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LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The “Employer”)**

-and-

**Health, Office and Professional Employees’ Local 175
Division of f United Food and Commercial Workers’ Union Canada**

(The “Union”)

Re: Scheduling Training Hours

Effective the date of signing, hours spent attending training will not be considered for the purpose of scheduling work.

To meet the employee scheduling and operational requirements of the home while facilitating the delivery of training, it is understood that no employee shall suffer a reduction in regularly scheduled hours of work as a result of the scheduling of training hours. Moreover, it is understood that some employees may experience an increase in the number of regularly scheduled hours of work due to attendance at training.

This Letter of Understanding shall remain in effect until the current Collective Agreement expires.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

Lorrie Lester

James Fleming

Denise Carlson

Jason Hanley

FOR THE EMPLOYER:

Jennifer Jacob

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Megan Jamieson

LETTER OF UNDERSTANDING

between

The Corporation of Haldimand County Grandview Lodge
(The “Employer”)

-and-

Health, Office and Professional Employees’ Local 175
Division of United Food and Commercial Workers’ Canada
(The “Union”)

Re: Grievance Mediation and / or Grievance Arbitration

Notwithstanding Sections 49 and 50 of the Ontario Labour Relations Act or any language contained in the collective Agreement between the parties to the contrary, either party may elect to proceed to grievance mediation where mutually agreeable or grievance arbitration using a sole arbitrator. The parties will attempt to select the sole arbitrator by mutual agreement. However, if the parties are unable to appoint a mutually agreeable arbitrator, the appointment shall be made by the Ontario Labour-Management Arbitration Commission upon the request of either Party.

The grievance(s) shall be referred to the established mediator or arbitrator with the earliest available date.

In the event the parties can’t mutually agree to a hearing date the mediator or arbitrator shall set the hearing date within thirty (30) calendar days of the referral to arbitration. This Letter of Understanding shall remain in effect until the current Collective Agreement expires.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

Lorrie Lester

James Fleming

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Jason Hanley

FOR THE EMPLOYER:

Jennifer Jacob

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Megan Jamieson

LETTER OF UNDERSTANDING

Between:

**The Corporation of Haldimand County
(Grandview Lodge)
(the "Employer")**

-and-

**Health, Office and Professional Employees' Local 175
Division of United Food and Commercial Workers' Canada
(the "Union")**

RE: Casual Employees

Whereas the parties wish to facilitate the recruitment and retention of Casual Personal Support Workers (PSWs) and Registered Practical Nurses (RPNs), it is hereby agreed that:

1. A Casual employee is a PSW or RPN who submits availability and is scheduled to work or called to work on a call-in basis but who does not work a regular schedule or does so only for a specified period.
2. All collective agreement provisions governing part-time employees shall apply to Casual employees unless otherwise specified in the collective agreement.

This Letter of Understanding shall automatically expire at the end of the term of the collective agreement unless renewal is specifically negotiated.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

Lorrie Lester

James Fleming

Denise Carlson

Jason Hanley

FOR THE EMPLOYER:

Jennifer Jacob

Jelte Schaafsma

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Megan Jamieson

LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The "Employer")**

-and-

**Health, Office and Professional Employees' Local 175
Division of United Food and Commercial Workers Canada,
CLC
(The "Union")**

RE: Scheduling and Call-In: Part-Time Laundry Aides and Housekeeping Aides

Whereas the parties recognize the mutual benefit of the same part-time employees being scheduled and called-in to work in both the Laundry Aide and Housekeeping Aide positions, it is hereby agreed that:

1. Employee #7001694 (Laundry Aide) as well as Employee#7004214 (Housekeeping Aide) shall each have the opportunity to be eligible for scheduling and call-in for both Laundry Aide and Housekeeping Aide shifts on the condition that they:
 - a. are determined able to perform the essential duties of both positions;
 - b. Completes the required training before being eligible for scheduling and call-in for both positions;
 - c. The above two (2) employees may opt in at any time during the duration of the collective agreement.
2. Employees filling the position of part-time Housekeeping Aide or Laundry Aide as of December 6, 2010 may opt out of the joint Housekeeping Aide / Laundry Aide arrangement by no later than the expiry of this collective agreement with a minimum of eight (8) weeks notice and shall no longer be eligible for scheduling and call-in for both Laundry Aide and Housekeeping Aide shifts.
3. Laundry/Housekeeping Aides hired internally or externally after December 6, 2010 shall be eligible for scheduling and call-in for both Laundry Aide and Housekeeping Aide shifts in accordance with scheduling and call-in provisions in the collective agreement and shall not have the opportunity to opt out of this obligation at any time.
4. Should Employee #7001694 choose not to opt in to this joint Housekeeping Aide / Laundry Aide arrangement, they shall be considered for Laundry Aide shifts only on a seniority basis together with Laundry/Housekeeping Aides in accordance with the scheduling and call-in provisions in the collective agreement.
5. Should Employee #7004214, choose not to opt in to the joint Housekeeping Aide / Laundry Aide arrangement, they shall be considered for Housekeeping Aide shifts only

on a seniority basis together with Laundry / Housekeeping Aides in accordance with the scheduling and call-in provisions in the collective agreement.

6. An employee shall be paid as a Laundry aide for days scheduled / assigned as a Laundry Aide and shall be paid as a Housekeeping Aide for days scheduled / assigned as a Housekeeping Aide.

This Letter of Understanding shall remain in effect until the current Collective Agreement expires.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

FOR THE EMPLOYER:

Kathy Sitter

Jennifer Jacob

Pam Caughell

Jelte Schaafsma

Terri Thomas

Kellen Mowat

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Megan Jamieson

Denise Carlson

Jason Hanley

LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The "Employer")**

-and-

**Health, Office and Professional Employees' Local 175
Division of United Food and Commercial Workers Canada, CLC
(The "Union")**

RE: Nursing Quality Assurance

Whereas the Ministry of Health and Long Term Care (MOHLTC) will continue to provide funding for Registered Practical Nursing and part of this funding will be used to fund the position of Nursing Quality Assurance, the parties hereby agree to the following on a without prejudice and precedent setting basis to any future positions taken by either party related to this initiative:

1. The Nursing Quality Assurance position will be paid at the Registered Practical Nurse (RPN) rate of pay.
2. The normal hours of work for the Nursing Quality Assurance position shall consist of a bi-weekly average of ten (10) tours of seven and one-half (7 ½) hours excluding a meal period of one-half (1/2) hour. It is understood that the work schedule will involve working evenings, nights and weekends as required.
3. The Nursing Quality Assurance position shall be paid at the rate of time and one-half (1 ½) for all work over the normal work day or over ten (10) such normal work days in a bi-weekly pay period. The normal work day is set out in point 2 above.

This Letter of Understanding shall remain in effect until the current Collective Agreement expires.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

Lorrie Lester

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Jason Hanley

FOR THE EMPLOYER:

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LETTER OF UNDERSTANDING

between

**The Corporation of Haldimand County
Grandview Lodge
(The “Employer”)**

-and-

**Health, Office and Professional Employees’ Local 175
Division of United Food and Commercial Workers’ Union Canada
(The “Union”)**

Re: Split Shift During Night Schedule

To assist with adequate coverage of the regular night shift schedule, the parties agree to allow two Personal Support Workers or two RPNs to share a scheduled night shift (being 2300 hours – 700 hours), only after all other call-in measures are exhausted.

For clarity, the parties agree that:

- If an employee notifies the Employer of an absence related to scheduled night shift, the Employer will attempt to fill that shift, in accordance with the established staffing plan, using regular call-in practices outlined in the collective agreement;
- When being offered a night shift opportunity, employees must voluntarily indicate if they are willing to work part of the shift, including whether they are available/interested in the first 4 hours and/or the last 4 hours of the shift;
- Should the shift remain available even after the call-in list has been exhausted, inclusive of offering overtime where applicable, the scheduler, or designate, will call back staff, in the order they indicated interest of a partial shift, and arrange for the shift to be shared;
- Where there is an employee interested in the first half of the night shift, but no employee interested in the second half, the employee designated to be “on-call” may be assigned the second half of this shift. However, the parties agree that where there is no interested employee for the first half of the shift, the employee designated to be “on-call” will be assigned the full shift, even if there is an interested employee for the second half.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

Lorrie Lester

James Fleming

Denise Carlson

Jason Hanley

FOR THE EMPLOYER:

Jennifer Jacob

Jelte Schaafsma

Kellen Mowat

Cathy Case

Megan Jamieson

LETTER OF UNDERSTANDING

Between:

**The Corporation of Haldimand County
(Grandview Lodge)
(the "Employer")**

-and-

**Health, Office and Professional Employees' Local 175
Division of United Food and Commercial Workers' Canada
(the "Union")**

RE: Shift Give Away and Exchanging of Short Shifts

Employees may exchange shifts, in accordance with Article 17.8. After all attempts to exchange a shift have been exhausted, an employee may exchange a shift of unequal number of scheduled hours, or give a scheduled shift to another employee, within the same classification, subject to the following:

1. The shift shall be exchanged or given away by the employee offering the shift to other eligible employee, in a manner that is consistent with Article 17.4 – Call-in, where reasonable and able to do so. It is understood that this is the responsibility of the employee who is giving the shift away, and not the responsibility of the Employer. Accordingly any errors or disputes related to this process are not subject to grievance.
2. The employees involved in exchanging a shift or giving away / accepting the shift shall inform the Supervisor or designate through a shift exchange form.
3. Full-time employees shall substitute available banked vacation time or accumulated recognized holidays to offset the scheduled shift given away, or hours lost as a result of exchanging for a shorter shift.
4. The Employer shall not be responsible for overtime claims that might otherwise apply as a result of an employee's acceptance of a shift exchange or give-away.

The parties acknowledge that the intent of this language is to allow flexibility to staff who require adjustments to their schedule and is not intended to circumvent the equitable practices of scheduling and call-in provided for in the collective agreement. Where there are concerns of abuse of this language by an individual and/or group, the parties will meet to discuss. Continued, misuse of this language may warrant discipline.

This Letter of Understanding will automatically expire at the end of the term of the collective agreement unless renewal is specifically negotiated.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

Kathy Sitter

Pam Caughell

Terri Thomas

Lorrie Lester

James Fleming

Denise Carlson

Jason Hanley

FOR THE EMPLOYER:

Jennifer Jacob

Jelte Schaafsma

Kellen Mowat

Cathy Case

Megan Jamieson

LETTER OF UNDERSTANDING

Between:

**The Corporation of Haldimand County
(Grandview Lodge)
(the "Employer")**

-and-

**Health, Office and Professional Employees' Local 175
Division of United Food and Commercial Workers' Canada
(the "Union")**

RE: Scheduling Displacement as a result of accommodation

The parties acknowledge their mutual duty to accommodate injured/ill workers, including those within and outside the scope of this collective agreement. The Employer will consult with the union if an employee(s) is required to be displaced or be impacted by a significant scheduling change as a result of accommodating a worker. The parties agree to balance the needs of all employees, as well as acknowledge seniority where possible.

Signed at Dunnville, Ontario, this 4th day of February, 2021.

FOR THE UNION:

FOR THE EMPLOYER:

Kathy Sitter

Jennifer Jacob

Pam Caughell

Jelte Schaafsma

Terri Thomas

Kellen Mowat

Lorrie Lester

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