

2020 – 2023

Collective Agreement

between

Participation House Brantford

and

**The Canadian Union of Public Employees
Local 181**

April 1, 2020 – March 31, 2023

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BETWEEN:

PARTICIPATION HOUSE BRANTFORD
(Hereinafter referred to as the "Employer")
OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
Local 181
(Hereinafter referred to as the "Union")
OF THE SECOND PART

ARTICLE 1 – GENERAL PURPOSE

- 1.01 Whereas in the interest of the efficient conduct and administration of the Employer's affairs, it is desirable that there shall be harmonious relations, fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge, seniority in the service and security of tenure of office;
- 1.02 The parties agree that the dignity of the client is foremost and no conditions outlined anywhere in the agreement shall cause the loss of such dignity.

NOW THEREFORE WITNESSETH THAT THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

ARTICLE 2 – RECOGNITION AND COVERAGE

- 2.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees of Participation House (Brantford, Ontario) in Brantford Ontario as set forth in Schedule "A" attached hereto, save and except Supervisors, persons above the rank of Supervisor, Professional Medical Staff, Registerees, Graduate Nurses and Clerical staff and persons employed on grants that provide temporary work which is not normally performed by the members of the bargaining unit.
- 2.02 The term employee or employees, as used in this Agreement unless it is clearly specified otherwise, shall mean only those employees who are included in the Bargaining Unit as described above.

2.03 A full time employee is defined as an employee who is regularly scheduled to work twenty-four (24) hours per week or more.

A part time employee is defined as an employee who is regularly scheduled to work less than twenty-four (24) hours per week.

A casual employee shall be defined as an employee who has no regularly scheduled shifts, but who is on the on-call schedule for the purposes of Article 11.06.

2.04 (a) A temporary employee is a person employed for the purpose of replacing an employee on an approved leave of absence in accordance with Articles 15 or 17 of this Agreement or a person employed for the purpose of performing a temporary assignment which does not exceed six (6) months. A temporary worker will be entitled to Paid Holidays and Vacations in accordance with the Employment Standards Act and will not be entitled to Sick Leave or Benefit Plans as detailed in Article 14 of this Agreement.

(b) **Any assignment exceeding six (6) months will be deemed to be permanent for the purposes of any rights or benefits under this Agreement associated with the position, recognizing that the position is still temporary for all other purposes under this Agreement. For clarity, sick time and vacation entitlement will start from the first day of the assignment and Article 14 benefits become effective after three (3) months in the assignment position.**

ARTICLE 3 – RELATIONSHIP

3.01

(a) The parties agree to abide by the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act all of which are subject to amendments from time to time.

(b) The Parties agree to abide by the Occupational Health and Safety Act **as amended from time to time.**

3.02

A Labour Management Committee comprised of up to three representatives of the Unit and up to three representatives of the Employer shall meet upon the request of either party to discuss matters of mutual concern. In addition, the Labour Management Committee shall meet quarterly.

3.03

During the term of the agreement, the parties agree that the agreement can only be amended by the written mutual agreement of the parties.

3.04 The Employer agrees to cover all employees under the Workplace Safety and Insurance Act (WSIA).

ARTICLE 4 – RESERVATION OF MANAGEMENT FUNCTIONS

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

- (a) Maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, promote, demote, lay-off and suspend or otherwise discipline employees, providing that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without cause, maybe subject to a grievance and dealt with in accordance with the Grievance Procedure;
- (c) make and alter from time to time rules and regulations to be observed by the employees, provided they are consistent with the provisions of this Agreement;
- (d) generally, to manage the operations and to direct the work of the employees and, without restricting the generality of the foregoing, to determine the number of personnel required and the methods, procedures and equipment to be used and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

4.02 The Employer agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 5 – DISCHARGE AND DISCIPLINE

5.01 The Employer accepts and will adhere to the principles of progressive discipline. The value of progressive discipline, with the aim of being corrective in application, is recognized by both parties. Where appropriate, discipline will be preceded by counselling. Progressive discipline will typically involve:

- i) Verbal warning
- ii) Verbal reprimand
- iii) Written reprimand
- iv) Suspension
- v) Dismissal

- 5.02 A claim by any employee who has completed her probationary period that she has been unjustly discharged or suspended for more than three (3) working days, shall be treated as a grievance if a written statement is lodged at Step 2 of the Grievance Procedure within five (5) working days after the discharge or suspension is effected. Such special grievance may be settled under grievance or mediation procedure by:
- (a) Confirming the Employer's action in dismissing or suspending the employee.
 - (b) Re-instating the employee with full compensation for the time lost; or
 - (c) By any other agreement that may be deemed just and equitable.

ARTICLE 6 – GRIEVANCE PROCEDURE AND UNION COMMITTEES

- 6.01 The Union may establish a Grievance Committee, not more than three (3) of whom may attend Grievance Meetings with the Representatives of the Employer. The Union shall notify the Employer in writing of the names of the members of the Grievance Committee and any change thereto before the Employer shall be required to recognize them. The members of the Grievance Committee may have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees to present Grievances at Step 2 of the Grievance Procedure.
- 6.02 It is understood that members of the Grievance Committee have their regular work to perform on behalf of the Employer. If it is necessary to serve a grievance during working hours they will not leave their working station without first obtaining the permission of their supervisor and such permission will not be unreasonably withheld. The members of the grievance committee shall suffer no loss of pay while servicing grievances. When resuming their regular work, they will report to their supervisor and if required will give a reasonable explanation as to their absence.
- 6.03 The Union may establish a Negotiating Committee, the purpose of which is to negotiate this Collective Agreement and re-negotiate agreements as needed from time to time. Employees serving on the Negotiating Committee shall suffer no loss of pay during regular working hours attending meetings for negotiations including Conciliation. The Negotiating Committee may have the assistance of a Representative of the Canadian Union of Public Employees when negotiating with the Employer. The Union shall provide the Employer with the names of the members of the Negotiating Committee at least thirty days prior to the first day of negotiations.

6.04

COMPLAINT STAGE: When an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of the Agreement she shall submit the complaint to the immediate Supervisor clearly indicating that the complaint constitutes the first stage of the grievance procedure, no later than seven (7) days following the date upon which she should have become aware of the circumstances which lead up to the complaint and the Supervisor shall attempt to resolve the issue. Such answer shall be given within two (2) working days of the presentation of the complaint.

In the case of a complaint requesting a monetary settlement due to an error in payroll, this limitation shall be extended to one (1) calendar year.

Failing satisfaction with the Supervisor, in either of the above circumstances, the complaint may be dealt with in the following manner and sequence.

STEP 1: The employee in the presence of her Steward shall present her alleged grievance in writing signed by the employee concerned to her Supervisor within five (5) working days of the Supervisor's response under the Complaint Stage. The Supervisor shall render the decision to the grievor in writing with a copy to the Union Representative within three (3) working days after the presentation of the grievance.

STEP 2: Failing settlement under Step 1, the employee through the Grievance Committee may submit in writing to the Executive Director within five (5) working days of receiving the decision in Step 1. The Executive Director shall grant the Committee a hearing within ten (10) working days of the receipt of the grievance. The Executive Director shall render her decision in writing within five (5) days after the grievance hearing has been held.

STEP 3: Failing settlement under Step 2, the employee, through her Grievance Committee, may refer such difference to arbitration as provided in Article 6 herein. If no written notification is received by either party within forty (40) calendar days after receipt of the decision in Step 2, it shall be deemed to have been abandoned.

6.05

Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.

6.06

The time limits provided under the Grievance Procedure may be extended by mutual agreement of the parties.

6.07

A Policy Grievance Procedure is hereby recognized whereby either party to this Agreement may submit any matter in dispute to grievance beginning at Step 2 of the Grievance Procedure. However, such grievance shall not include matters upon which employees are personally entitled to grieve.

- 6.08 All decisions arrived at between the Representatives of the Employer and the Union shall be final and binding upon the Employer, the Union, and the employee or employees concerned.
- 6.09 Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within five (5) working days after the disposition of Step 2 and a response from the responding party shall be issued to the requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and costs shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation.
- In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not resolved to the satisfaction of the parties, the timelines to file for arbitration shall commence upon completion of the mediation stage.
- 6.10 When a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the employee and the Union, in advance, of the purpose and reason for the interview in order that the employee may consult with her Steward and arrange for the Steward of their choice, if available to be present at the interview. An employee who has been disciplined shall be provided in writing with the particulars that caused the discipline and a copy shall be provided to the Steward. Such discipline shall be removed from the employee's personnel file after a period of eighteen (18) months provided that there has been no further discipline within the aforementioned eighteen (18) months.
- 6.11 It is agreed that an appeal by an employee to a Member of the Board over a matter that is being or could be grieved under the terms of this Agreement shall constitute a breach of this Agreement. Violation of this clause shall render an employee liable to disciplinary action up to and including dismissal.
- 6.12 For the purpose of this article the term "working days" shall not include Saturdays, Sundays or paid holidays.
- 6.13 An employee shall have the right, at any time, to have access to and review her personnel record in the presence of the Executive Director or designate, and a Steward, if requested by the employee. An employee shall have the right to make copies of any material contained in her personnel record.

ARTICLE 7 – ARBITRATION

- 7.01 **Where a grievance which has not been resolved through the grievance procedure is referred to arbitration, the following shall apply:**
- (a) **The Party referring the grievance shall give written notice to the other party not later than twenty (20) days after the response from Step 2 that it intends to refer the matter to arbitration, giving the name and address of the proposed arbitrator.**
 - (b) **Within ten (10) days after receiving such notice, the other party shall respond by agreeing to the arbitrator or proposing an alternative(s) Arbitrator(s).**
 - (c) **Failing agreement within fifteen (15) days of such time as may be agreed by the parties, an appointment may be made by the Office of Arbitration at the request of either party. The Arbitrator shall be bound by all clauses in Article 7.**
- 7.02 **No matter may be submitted to arbitration that has not been properly carried through all previous steps of the Grievance procedure.**
- 7.03 **The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.**
- 7.04 **The proceedings of the Arbitration will be expedited by the parties thereto and the decision of the Arbitrator will be final and binding upon the parties thereto and the employees concerned.**
- 7.05 **The Parties hereto will jointly bear the expenses of the Arbitrator.**

ARTICLE 8 – NO STRIKE AND NO LOCKOUT

- 8.01 **In accordance with the Ontario Labour Relations Act, the Employer agrees that it will not cause or direct any lockout of its' employees during the life of this agreement. The Union agrees that there will be no strike or other collective action that will stop, curtail or interfere with work or the Employer's operations during the life of this Agreement.**
- 8.02 **In the event that any employee, other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or to refuse to cross such picket lines.**

ARTICLE 9 – SENIORITY, PROMOTIONS AND STAFF CHANGES

9.01

- (a) Seniority is preference or priority measured by length of service within the bargaining unit. Newly hired employees shall be required to serve a probationary period of sixty (60) working days and after satisfactory completion of the sixty (60) working day probationary period, seniority shall be effective from the original date of employment. It is understood that the probationary period may be extended at the discretion of the Employer in extenuating circumstances.
- (b) The seniority list showing the names of employees who have completed their probationary period and their most recent date of hire will be posted on the Employer's bulletin board within thirty (30) days from the commencement date of this agreement and brought up to date annually thereafter. At the time of the initial posting and subsequent revision, a copy of the seniority list will be given to the Local Union President. The employees shall check the list and if no challenge is brought forward in writing within twenty (20) days of such posting, the seniority list shall be deemed to be correct.

9.02

The employee shall retain seniority during absence from work because of sickness, accident, lay-off or leave of absence approved by the Employer. An employee shall lose seniority and shall be deemed terminated in the event **the employee:**

1. Is discharged for cause and is not re-instated.
2. Resigns.
3. Is absent from work in excess of three (3) working days without notifying the supervisor unless such notice is not reasonably possible.
4. Fails to report for work within ten (10) days after being notified by registered mail to return to work following a lay-off.
5. Fails to notify the Executive Director by registered mail post-marked within five (5) days after the receipt of such notice of intention to report for work.
6. Is laid off for a period of longer than twenty-four (24) months.
7. Fails to return to work upon termination of an authorized leave of absence without satisfactory proof for the cause of delay.

9.03

- (a) When making transfers, promotions, lay-off or recall, consideration will be given based on the employee's qualifications, ability and willingness to perform the duties available and all things being relatively equal, seniority will apply.
- (b) If an employee is the successful applicant for a temporary assignment pursuant to 9.03(a), such employee shall be guaranteed a return to her former position at the conclusion of the temporary assignment.

9.04

- (a) No members of management shall perform the duties of members of the bargaining unit except in the case of an emergency, for the purpose of instruction, or in cases mutually agreed to by the parties.

9.05

- (a) The Employer shall post notices of all permanent job vacancies which are to be filled and temporary assignments of sixty (60) calendar days duration or longer. Notices shall be posted on the bulletin boards for a period of five (5) working days, and such posting shall include the details of the positions, the qualifications required and the salary level. Interested employees who have completed their probationary period must apply within the period of posting. The posted initial vacancy plus two (2) subsequent vacancies shall each be posted for three (3) working days, but the Employer shall not be required to post any subsequent vacancy.
- (b) The Employer shall have the right to fill a vacancy on a temporary basis until the posting procedure has been completed and the successful applicant is available to commence the new position.
- (c) Following the selection and notification to the successful applicant all other applicants shall be advised of the Employer's decision. The successful applicant shall suffer no loss of pay but will progress through the grid based on service in the new classification. This would not apply when posting into a lower classification but the successful applicant will be placed into the lower salary grid at the step that does not represent an increase in pay.
- (d) Upon request, an unsuccessful applicant shall receive an interview with an appropriate member of management to review her application and to discuss matters that could assist her in subsequent job competitions.
- (e) Should job qualifications change, bargaining unit members will be deemed qualified in their current position, and those qualifications for which the employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those **deemed qualifications, as long as such deemed qualification is not contrary to legislative or regulatory requirements.**

- 9.06 The successful applicant shall be allowed a period of up to thirty (30) working days to prove her ability for the position. If the Employer and/or the employee finds she is unable to perform the duties of the position during such period the employee shall revert to her former position. It is understood that other employees who have been promoted as a result of changes outlined above shall be required to revert to their former position(s) due to the reverse situation.
- 9.07 It is understood that any employee who is accepted for a posted temporary position may be precluded from applying for another temporary job opening at the same wage rate for a period of twelve (12) months.

ARTICLE 10 – HOURS OF WORK

- 10.01 The regular hours of work for full time employees will be eight (8) hours per day and eighty (80) hours of work during a two (2) week period.
- 10.02 The Employer shall give the Union and any affected employee(s) sixty (60) days' notice in writing in the event that the Employer is planning reductions and/or closure of programs, services or supports, layoffs, restructuring and any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.
- The Employer shall meet with the Union within five (5) working days of the written notice at which time the Employer shall discuss with the Union matters giving rise to the aforementioned notice.
- 10.03 Employees who are subject to lay-off shall be given notice as per Article 10.02. The employee may choose one of the following:
- (a) Accept the Layoff
 - (b) Exercise their seniority rights by displacing other employees with less seniority in the classification at the same or at a lower level provided the employee has the qualifications, ability and willingness to perform the duties available. The employee exercising his/her seniority rights shall be red circled at his/her current rate of pay.
 - (c) Notice of his/her decision must be made to the employer in writing within fourteen (14) calendar days of receiving the layoff notice.
- 10.04 It is expressly understood that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be or construed to be a guarantee as to the hours of work per day or as to the hours of work per week.

- 10.05 Employees shall be recalled in order of their seniority, subject to being qualified. Employees shall be offered any vacant positions she/he is qualified for, with the understanding that she/he shall retain recall rights to the position that they were laid off from, for twenty-four (24) months, from the effective date of the start of their layoff. At the end of the twenty-four (24) month period, she/he shall remain in the department she/he was recalled to.
- 10.06 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 10.07 A paid lunch period of one-half (½) hour duration shall be given to an employee who works a shift of at least five (5) hours and shall be taken at a time suitable to the operation and in accordance with the Employment Standards Act.
- 10.08 Employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of each shift. The rest period shall be taken at the job location except when conditions warrant. In any event, the period off the job shall not exceed fifteen (15) minutes.

ARTICLE 11 – SCHEDULE OF WAGES AND OVERTIME RATES

- 11.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the Salary Schedule attached hereto as Schedule "A."
- 11.02 It is agreed that said salaries shall be paid biweekly on Wednesdays via direct deposit to the chartered bank designated by the employee.
- 11.03
- (a) Authorized work performed in excess of the employee's standard work period will be paid at the rate of time and one half his regular hourly rate, provided that overtime paid shall not pyramid.
 - (b) Overtime shall be distributed as equally as possible among **seniority** employees who are available and who are willing and qualified to perform the required work to be done.
 - (c) Employees may change their shift start and end times to accommodate recreational outings and appointments, as long as such change has been authorized by the employee's direct supervisor.
 - (d) Christmas Scheduling

Due to the continuous operations of the Employer's responsibilities, the Employer will endeavour to do the following:

Employees may be booked to work on December 25th or January 1st (Christmas Day and New Years Day). It is understood that scheduled shifts during the above two statutory holidays shall be equally distributed amongst the full and part time staff in those classifications, and scheduled in such a way that no employee shall be scheduled to work both Christmas Day and New Years Day. Furthermore no employee shall be scheduled to work either Christmas Day two (2) years in a row or New Years Day two (2) years in a row, unless mutually agreed between the employee and her supervisor. It is understood that nothing in this article precludes individuals from exchanging shifts as per article 9.02.

- 11.04 Authorized work performed on a paid holiday as defined in Article 12 of this Agreement shall be paid at the rate of time and one-half the employee's regular hourly rate in addition to any holiday pay to which he may be entitled. **In the alternative to taking such regular holiday pay, the employee may elect to take an alternate day off in accordance with Article 12.01.**
- 11.05 A full-time employee who is called into work to replace a regularly scheduled employee who is absent shall be paid one hour at straight time as a reporting bonus provided the employee who is called in completes the scheduled shift. It is understood that an employee who reports to work after their regularly scheduled starting time and a replacement has been called in, the late reporting employee shall be sent home with no compensation.
- 11.06
- (a) The Employer shall maintain a list of casual on call employees and regular part time employees who have indicated their availability for call ins.
 - (b) Call in shifts shall be filled in the following order:
 - i) Casual on call employees shall be called in order of seniority beginning with the most senior employee;
 - ii) Regular part time employees shall be called in order of seniority beginning with the most senior employee;
 - iii) Full time employees shall be called in order of seniority beginning with the most senior employee.
 - iv) Employees who hold a full or part-time position within a different classification, who are on the casual on-call list for the classification in which the additional shift is available, in order of seniority.
 - (c) Notwithstanding (b) above, if an additional shift will result in an employee being paid overtime that employee will not be called for that shift.

- (d) If a call in is answered by an answering machine/**voicemail** the Employer shall leave a message that a call in is available and for what shift before hanging up. The Employer will continue its efforts to fill the staff shortage, but if the employee responds, in a timely manner, ready to work prior to the call-in vacancy being filled, she shall be permitted to take the call in.
- (e) Each call will be recorded on the call-in sheet.
- (f) Should there be an indication that the replacement required will be for an extended period between five (5) and fifty-nine (59) days those shifts, subject to (c) above will be offered equally as possible to available regular part time employees.
- (g) If the call-in process has been exhausted, the Employer shall offer the shift in order of seniority and in accordance 11.03 (b).

11.07

The employees' shift schedules shall be posted one (1) month in advance. Shifts may not be changed by the Employer without forty-eight (48) hours prior notification subject to the Employer's commitment to maintain an acceptable level of service. Full Time and Part Time Employees, upon application to the Employer, may be allowed to exchange shifts provided that such application is made within a reasonable time (normally one (1) week and no additional costs result to the employer as a result of the granting of such request).

Once the schedule is posted, any shifts available due to scheduled time off (vacation, statutory holidays) will be offered as follows:

- 1. To Part-time staff, provided it does not put them into overtime hours, in order of seniority;**
- 2. To Full-time staff, provided it does not put them into overtime hours, in order of seniority;**
- 3. To Casual staff, in order of seniority.**

The Resident Care staff shift schedule will incorporate the following:

Full Time resident care staff will select the shift they desire based on seniority. Full time resident care staff shall submit their shift selection for the upcoming year to the Executive Director no later than October 15th annually. The Employer shall post the shift assignments for the upcoming year no later than December 1st annually. Day shifts shall normally be scheduled between 6:00 a.m. and 3:00 p.m. and afternoon shifts shall normally be scheduled between 3:00 p.m. and 11:00 p.m.

A shift premium of \$0.35 per hour will be provided for all full shifts worked between 11:00 p.m. and 7:00 a.m. **Effective the July 1st, 2021 increase to the shift premium to \$0.45.**

11.08 All casual employees are required to accept at least two (2) shifts for call-in per month to maintain their employment status.

If any 12-month rolling period, the employee fails to meet these requirements for two (2) consecutive months, they will be given one final opportunity to meet the requirements in the following month. Failure to meet requirements in that subsequent month, or in any subsequent months within the following twelve (12) months, shall result in a loss of seniority and termination of employment.

ARTICLE 12 – PAID HOLIDAYS

12.01 The employer recognizes the following as statutory holidays and employees who have completed their probationary period will receive such holiday with no loss of pay.

New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day, Boxing Day.

Due to the continuous operation of the employer's responsibilities, employees who are scheduled to work on the above-mentioned holidays will be allowed another day off in lieu of the statutory holiday at a time mutually agreed between the employer and employee, subject to the employer's commitment to maintain service, but in any event the day must be taken within ninety (90) calendar days of accumulation. Any statutory holiday lieu day that is not taken within this period will be paid out.

12.02 In the event that a paid holiday falls within an employee's vacation period, she will have the option of being granted an extra days vacation at a time mutually agreed upon or pay therefore at the employee's regular hourly rate of pay.

12.03 One **float holiday** per fiscal year will be provided on a non-accumulative basis for Full Time employees subject to two (2) weeks written notice to the Employer prior to the date requested. Part time employees who have completed 2000 hours on the seniority list will receive one (1) personal day per year upon completion of 400 hours of work each fiscal year on a pro rata basis.

ARTICLE 13 – VACATIONS

- 13.01 In the selection of dates for vacation leave, every effort will be made to allow the employees to exercise their choice in accordance with their seniority status. The vacation schedule shall, in the event of a conflict of preference between employees, be determined in accordance with the seniority status of the employee subject to the Employer's commitments to maintain service. Vacation accumulation shall be credited relative to anniversary dates of individual employees.
- 13.02
1. Employees on the active payroll shall be entitled to one (1) week vacation with pay after they have completed six (6) months of continuous service.
 2. Employees on the active payroll shall be entitled to two (2) weeks vacation with pay after they have completed one (1) year of continuous service.
 3. Employees on the active payroll shall be entitled to three (3) weeks vacation with pay after they have completed five (5) years of continuous service.
 4. Employees on the active payroll shall be entitled to four (4) weeks vacation with pay after they have completed nine (9) years of continuous service.
 5. Employees on the active payroll shall be entitled to five (5) weeks vacation with pay after they have completed fourteen (14) years of continuous service.
 6. Employees on the active payroll shall be entitled to six (6) weeks vacation with pay after they have completed twenty-four (24) years of continuous service.
- 13.03 It is understood that the vacation entitlement shall not be accumulative and must be taken within the period April 1st to March 31st following the aforementioned January 1st. In extenuating circumstances as approved by the Employer, vacation may be taken up to May 15th.
- 13.04 Employees shall indicate vacation requests to the Employer by March 15th each year and the vacation schedule shall be posted by April 1st each year and shall not be changed without consultation with the affected employees. Vacations shall be scheduled to ensure non-broken period of vacation unless mutually agreed upon between the Employer and the employee.

- 13.05 As of October 1st, 2015 vacation pay for Part time employees will be paid on June 1st and December 1st annually and shall be based on the schedule of Article 13.02 (1) – (6) except that progression shall be based on 1950 hours being equivalent to one (1) year of continuous service.

ARTICLE 14 – BENEFIT PLAN

- 14.01 The Employer agrees to pay the premium costs for full time employees for the following benefits after three (3) months of continuous full-time service with the employer:

1. Extended Health Plan: The premium cost to be paid 80% by Employer and 20% by employee and to include drugs and supplies benefit, professional service benefits and hospital benefits (semi-private hospital) and basic Dental Plan subject to a \$25.00 deductible.

Effective the first day of the month following ratification of the collective agreement, the dental plan will be based on the **current year ODA Fee Schedule and increase each year so that it remains at the current year rate.**

2. Life Insurance Plan: The premium cost to be paid 70% by the employer. The amount to be equal to two times annual salary, on the first day of the month following ratification of the collective agreement.
3. Long Term Disability Plan to be included as per present practice on a 50/50 cost sharing basis. **Effective the 1st of the month following ratification, increase the Employer's share of the premium to 60% and the Employee' share will be 40%.**
4. Vision Care will be provided with \$250 reimbursement for frames and lenses every 24 months. For purchase of contact lenses, a maximum of \$400 lifetime will be provided. **Effective the 1st of the month following ratification, increase vision care to \$300.00 every 24 months.**
5. A Retirement Savings Plan will be provided for all full-time staff with two (2) years' service with the Employer. For service effective April 1, 1992 and thereafter, the employee agrees to match the Employer's contribution to the plan by contributing 2.5% of basic wage effective May 23, 2017. Effective upon mutual ratification, April 25, 2019, 3% of basic wage.

The Employer's contributions to the premium cost will be calculated on the actual hours worked. In the month following the appropriate percentage will be calculated and the appropriate deduction will be made one month in arrears.

- 14.02 The details of any plans and requirements of the carriers shall be detailed in the employee information booklet. A booklet outlining the actual plan will be provided to the employee.
- 14.03 The carrier of any insurance or other benefits will be the employer's choice. If the carrier is changed during the term of this Agreement, the coverage shall be no less than those presently being provided to the employees.
- 14.04 The Employer's premium cost will continue as long as the employee is on the active payroll. In no event during a continuing absence shall the benefits be continued for more than three (3) months. If at that time arrangements can be made with the employee to pay the full cost of such benefits. The Employer, subject to the Carrier's limitations, shall continue such benefits.

ARTICLE 15 – SICK LEAVE

- 15.01 Any employee, who is unable to report to work as scheduled due to illness or accident, shall notify the designated supervisor to the scheduled starting time of the shift **as follows:**
- (a) **one (1) hour prior to shift start if the shift starts between 6:00 a.m. and 9:00 a.m.**

And

- (b) **two (2) hours prior to shift start for any shift after 9:00 a.m.**

Failure to give such notification without good and satisfactory reasons shall exempt the absent employee from qualification for sick leave payments.

- 15.02 If the Employer requests a medical certificate after three (3) days of sick time, or at the Employer's request, the Employee shall be reimbursed for the cost of the certificate.
- 15.03 (a) Each full-time employee who has completed his probationary period shall be credited with 1½ days sick leave for each calendar month of continuous service with the employer, on the basis of eighteen (18) days per year. Each full-time employee shall continue to accumulate sick leave during the first five (5) absences in any fiscal year, however for any and all subsequent periods of absence, there shall not be any accumulation during the month or months in which the absences occur. This sick leave credit shall be accumulated up to a total of sixty (60) days maximum. Sick days shall be deducted from the sick bank in hourly increments.

- (b) Each part-time employee who has completed his probationary period shall be credited with one and a quarter (1.25) hours of sick leave for each calendar month of continuous service with the employer, on the basis of fifteen (15) hours per year. Each part-time employee shall continue to accumulate sick leave during the first five (5) absences in any fiscal year, however, for any and all subsequent periods of absence, there shall not be any accumulation during the month or months in which the absences occur. This sick leave shall be accumulated up to a total of thirty-two (32) hours maximum.

Effective the 1st of the month following ratification.

- 15.04 Should an employee exhaust his sick leave bank he may request a Separation Certificate to qualify for the Employment Insurance Commission's Sick Benefit Program.

ARTICLE 16 – UNION DUES

- 16.01 The Employer shall deduct from each employee included in the bargaining unit an amount equal to normal monthly union dues (and effective as soon as possible after ratification an amount equal to normal bi-weekly union dues) for all such employees who have completed sixty (60) working days of employment.
- 16.02 The Employer shall remit prior to the 15th of the month, such amount to the Secretary-Treasurer of the Union together with a monthly statement listing members of the Union on whose behalf such deductions have been made. The Union agrees to keep the Employer harmless and indemnified from any claims against it by an employee that arises out of any deduction under this Article.
- 16.03 The employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with union membership and dues check-off. The employer shall introduce the new employee to CUPE Unit Chair and the new employee and the Unit Chair shall be provided, without the loss of pay, a fifteen (15) minute meeting arranged by the employer to acquaint the new employee with the collective agreement and the Union.
- 16.04 The Employer shall provide the Union with a complete list of employee names, addresses and phone numbers every January and July. The Union shall save the Employer harmless for the release of this information to the Union.

ARTICLE 17 – LEAVE OF ABSENCE

- 17.01 Leave of absence without pay and without loss of seniority maybe granted for legitimate personal reasons. It is understood that any application for a leave of absence is subject to reasonable notice in writing to the Executive Director or his designate. In the event any such leave is not used for the purpose granted, the employee is subject to discipline that may include dismissal.
- 17.02
- (a) Any employee who is elected or appointed to a full-time position with the Union shall be allowed or given a leave of absence by the employer without loss of seniority and without pay, but there shall be no accumulation of seniority during such absence. Such leave of absence shall be subject to renewal upon application to the Executive Director. Renewal requests shall occur at the end of the term of office but in all cases, shall occur no later than twenty-four months after the start of the leave. Such renewal shall not be unreasonably withheld.
 - (b) The Union may apply for a leave of absence on behalf of employees without pay to attend conventions and/or seminars as delegates or any other Union function. The granting of such leaves of absence shall be considered by the Employer and not to exceed seven (7) days duration at one time and shall be limited to one employee. When the Union's request for time without pay is granted, the Union shall reimburse the Employer for such continuance of such employee on the payroll as determined by the Employer.
- 17.03 An employee who qualifies for “Pregnancy and/or Parental Leave” as defined by the Employment Standards Act shall be provided with such leave in accordance with the Act and as provided for hereunder:
- i) The employee shall notify the Employer of such request in writing at least two weeks before the leave is to begin and submit a certificate from a recognized physician substantiating the pregnancy
 - ii) Seniority continues to accrue during pregnancy leave or parental leave.
 - iii) During pregnancy leave, an employee continues to participate in each type of benefit plan that is related to her employment unless she elects in writing not to do so. The Employer shall continue to make the Employer's contributions unless the employee does not intend to pay the employee's contributions, if any.
 - iv) Following proper notification to the Employer of her expected date of return, the employee shall be returned to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

- v) The Employee who is granted such leave shall be responsible for reimbursing the Employer for the full premium cost of the benefit plans in which she participates.

17.04 All employees who are required and are subpoenaed to serve as Jurors or Witnesses in any court in Ontario shall be granted a leave of absence for this purpose upon application to the Executive Director. Such leave shall not constitute a break in service for the accumulation of seniority. Upon completion of her jury/witness service such employee shall present to her supervisor a satisfactory certificate. Such employee will be paid her full salary for the period of such jury/witness service provided she returns to the employer the full amount of compensation received, less any travel, meal or accommodation costs, and a receipt for the full amount from the court. However, should the employee present herself for the selection as a Juror and not be selected then she shall be required to return to her regular employment to perform her remaining normal scheduled work shift.

17.05 Bereavement Leave:

- (a) Upon application by the Full-Time employee, the employer shall grant a leave of absence of up to five (5) days without loss of pay upon the death of a member of her immediate family. "Immediate Family" shall mean an employee's spouse and child as defined in the Family Law Reform Act of Ontario. Upon application by the Full-Time employee, the employer shall grant a leave of absence of up to five (5) days (without loss of pay for the first three (3) days and with loss of pay for the last two (2) days) upon the death of a grandchild, grandparent, great-grandparent, step-child, parent, step-parent, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister and parent of current spouse. Any leave shall be taken at the time of the loss.
- (b) Upon application by the Full-Time employee, the employer shall grant a leave of absence for one (1) day without loss of pay upon the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law or daughter-in-law
- (c) Part time employees shall be granted a leave of absence of three (3) consecutive days upon the death of a member of her immediate family, to be taken at the time. The Employee will suffer no loss in pay for scheduled shifts during this period.
- (d) Where the burial occurs outside of the province of Ontario, additional days without pay may be granted to allow for travel time.
- (e) Bereavement leave is intended to be taken at the time of death of a family member. However, bereavement time may be banked in the event of a subsequent memorial service or internment. The employee may be required to show proof of such memorial service or internment.

- 17.06 Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations in courses given prior approval by the Employer.
- 17.07 If an employee has to attend an appointment with a medical Doctor, a medical specialist, or at a medical laboratory, she shall be allowed to commence her shift up to one-half hour without pay or leave work up to one half hour early without pay.

ARTICLE 18 – GENERAL

- 18.01 All words in this Agreement in singular and feminine shall, when the context so requires, include the plural or the masculine.
- 18.02 The parties agree to be guided by any applicable health and safety legislation that maybe in effect in the Province of Ontario from time to time.
- 18.03 The Employer shall provide space on existing bulletin boards for the convenience of the Union in posting notices regarding meetings and matters pertaining to official Union Business. All such notices must be signed by the proper official of the Union.
- 18.04 The Employer shall supply tools and equipment as determined by the Employer as being necessary in the performance of the employees' duties. Replacement will be made at the discretion of the Employer.
- 18.05 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, ten (10) copies of the Agreement will be supplied to the Union, and a copy for each employee. Cost of supplying copies of the Agreement will be shared equally between the parties.
- 18.06 Employees attending work related courses, seminars or workshops, as approved by the Employer, during scheduled regular working hours shall suffer no loss of pay for attendance or writing examinations related to such courses.
- 18.07 (a) Upon proof of purchase Full Time employees will be reimbursed up to seventy dollars (\$70) per fiscal year for shoes complying with the Employer's policy. Upon proof of purchase Part Time employees who have worked 800 hours in a fiscal year will be reimbursed up to seventy dollars (\$70) per fiscal year for shoes complying with the Employer's policy. **Effective the 1st of the month following ratification, increase to \$85.00.**

(b) Upon proof of purchase Full Time Maintenance employees will be reimbursed up to \$90.00 per fiscal year for CSA approved shoes or boots. **Effective the 1st of the month following ratification, increase \$100.00.**

18.08 It is understood that any committee the employee is asked **by the Employer, or required by either statute or the Collective Agreement**, to sit on will be on work time and that all hours spent on these committees will be paid at the employee's regular hourly rate. **For clarity, this does not include volunteer activities or internal Union committees/projects.**

18.09 The Employer agrees to provide protective face and eye equipment for all staff who require them, for use while working. Vision aids to a maximum payout of two hundred and fifty dollars (\$250).

18.10 Subject to the approval of the Employer, clothing damaged through no fault of the employee in the course of her duties may be repaired, cleaned or replaced by the Employer upon damaged clothing being produced.

18.11 If an employee stays to work a double shift, the Employer shall provide the employee with a supper.

18.12 The Employer agrees not to contract out work of the bargaining unit if such contracting out results in the lay-off or reduction of hours of any employee.

The Employer shall give the Union sixty (60) days' notice in writing in the event the Employer is planning reductions and/or closure of programs, services or supports, layoffs, restructuring and any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.

The Employer shall meet with the Union within five (5) working days of the written notice at which time the Employer shall discuss with the Union matters giving rise to the aforementioned notice.

18.13 The Employer agrees to provide the Union with proof of legal liability insurance coverage, legal expense insurance coverage, and owned and non-owned automobile insurance coverage for each employee annually. The Employer will notify the Union of any changes to the Policies.

ARTICLE 19 – HEALTH & SAFETY

19.01 The employer and the Union recognize their joint obligation to provide and maintain a safe and healthy Workplace and to comply with all duties and responsibilities under the Occupational Health and Safety Act and Regulations as may be amended from time to time.

19.02 The Workplace Violence policy was developed after consultation with the Union and before any changes are made to this policy, the Employer will consult with the Union about these changes.

Both parties agree that if an employee claims that the policy is being breached the Joint Occupational Health and Safety Committee will meet to ensure that the policy is being upheld.

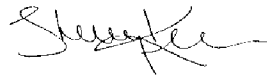
ARTICLE 20 – DURATION

- 20.01 Unless changed by mutual consent, the terms of the agreement shall be in effect from April 1, **2020** until March 31, **2023** and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of three (3) months immediately prior to the expiration date that it desires to amend the agreement.
- 20.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.
- 20.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this agreement, or the making of a new agreement prior to the current expiry date, this agreement shall continue in full force and effect until a new agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act, have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties has caused this agreement to be signed by their duly authorized officials or representatives as of this ____ day of _____, 2021.

FOR PARTICIPATION
HOUSE BRANTFORD:

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES:

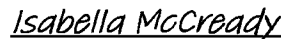




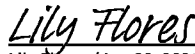
Karen McNey (Jun 30, 2021 10:16 EDT)



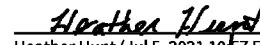
Andrew Shinder (Jun 30, 2021 09:13 EDT)



Isabella McCready (Jul 2, 2021 10:47 EDT)



Lily Flores (Jun 30, 2021 09:50 EDT)



Heather Hunt (Jul 5, 2021 10:57 EDT)



Kelly Bloomfield (Jul 5, 2021 11:08 EDT)



Heather Grassick (Jul 5, 2021 11:11 EDT)

:mh/cope491

SCHEDULE "A"

April 1, 2020

In recognition of the ongoing discussions between the Ministry of Health and affected stakeholders, including CUPE, regarding additional funding for wages and benefits, in the event that the Ministry of Health and/or another Provincial Ministry provides the Employer with funding for wages and/or benefits, and/or targeted funding for wages and/or benefits during the term of this agreement, the Union and Employer shall meet to negotiate, if required by the Ministry of Health, or shall meet to apply the Ministry of Health's method of allocation of funding to wages and/or benefits.

The Employer shall provide the Union with full disclosure regarding the current level of funding and any additional funding.

LEVEL A

Housekeeping
Aides Floor
Cleaning Staff
Floor/Maintenance

	Start	1 Year	2 Year	3 Year
1-Apr-20	18.07	18.73	19.09	19.46
1-Apr-21	18.16	18.82	19.18	19.56
1-Apr-22	18.34	19.01	19.38	19.76

LEVEL B

Residential Care
Counsellors
Van Driver

	Start	1 Year	2 Year	3 Year
1-Apr-20	19.30	20.09	20.45	20.82
1-Apr-21	19.40	20.19	20.55	20.92
1-Apr-22	19.59	20.39	20.76	21.13

LEVEL C

Senior Resident Care Counsellor

	Start	1 Year	2 Year	3 Year
1-Apr-20	20.09	20.89	21.24	21.72
1-Apr-21	20.19	20.99	21.35	21.82
1-Apr-22	20.39	21.20	21.56	22.04

Stipend - \$0.25 per hour for all hours worked from April 1, 2020 to March 31, 2021.

Employees will progress through the schedule of wage rates based upon 1950 hours equivalent to 1 year.