



COLLECTIVE AGREEMENT

-Between-

**ALGOMA RESIDENTIAL COMMUNITY HOSPICE
(ARCH HOSPICE)
IN THE CITY OF SAULT STE. MARIE, ONTARIO
("THE EMPLOYER")**

-And-

**UNIFOR AND ITS LOCAL 1359
("THE UNION")**

FULL-TIME/PART-TIME BARGAINING UNIT

Term: January 1, 2025 – December 31, 2027

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ARTICLE 1—PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit. It is recognized by the Employer, the Union and the employees covered by this Collective Agreement that we wish to work together cooperatively to secure the efficient operation of ARCH Hospice and the best possible care and service for its clients.

ARTICLE 2—SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of ARCH Hospice in the City of Sault Ste. Marie save and except referral staff, managers, persons above the rank of managers and persons employed in a confidential capacity in matters relating to labour relations, office, clerical and administrative staff.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 3—MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain standards, order, discipline and efficiency;
 - (b) hire, assign, direct, schedule, promote, demote, classify, transfer, layoff, recall, suspend, discharge or otherwise discipline non-probationary employees for just cause;
 - (c) make, enforce, and alter from time to time rules and regulations to be observed by employees;
 - (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the schedules of work, number of employees to be employed, institute changes in jobs and job assignments, and all other rights and responsibilities of management not specifically modified elsewhere in this agreement; and,

- (e) discipline or discharge a probationary employee for any reason satisfactory to the Employer provided such action is not discriminatory, arbitrary or made in bad faith.

3.02 It is agreed that the exercise of these rights in a manner that conflicts with the express provisions of this Collective Agreement may be subject to the grievance procedures contained herein.

ARTICLE 4—DEFINITIONS

4.01 (a) Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

- (b) Where the singular is used, it may be deemed to mean the plural within the appropriate context.

4.02 Full-time employees are hereby defined to be those persons regularly scheduled on the average eighty (80) hours bi-weekly who have completed the probationary period described in Article 11.02.

4.03 Part-time employees are hereby defined to be those persons regularly scheduled on average forty-eight (48) hours or less biweekly who have completed the probationary period described in Article 11.02. **However, the three (3) part-time employees who are currently scheduled to work more than forty-eight (48) hours, up to seventy-two (72) hours, shall continue to be permitted to work up to seventy-two (72) hours biweekly,** provided this does not erode current full-time positions, or prevent the creation of full-time positions.

4.04

(a) Casual employees shall mean an employee who is not regularly scheduled on a pre-scheduled basis and is available to work on any shift on an as needed basis. Casuals may be scheduled, only in instances where the vacant shifts are not regularly occurring, and there are no part-time employees available. For the purposes of this collective agreement, casual employees are covered under the same terms of this agreement as part-time employees.

- (b) However, it is also understood that unreasonable or consistent refusal by casual employee to work shifts upon request may result in disciplinary measures, up to and including dismissal, being instituted by the Employer.

4.05 “Employee” shall include only such persons coming within the scope of the bargaining unit as per Article 2 of the agreement.

4.06 “Steward” and “Union Unit Chairperson” shall mean an employee of the ARCH Hospice who has completed the probationary period of service with the Employer and whose name has been forwarded to the Employer by the Union in writing confirming her/his appointment as such, and who has not been replaced by the Union without written notice to the Employer.

4.07 Seniority and Service

Seniority and service for the purposes of this agreement shall operate on a bargaining unit wide basis.

Full-time employees shall accumulate seniority and service on the basis of their last date of hire, except as provided otherwise in this Agreement. Where more than one (1) full-time employee commences employment on the same date, their seniority order will be determined by lottery on their first date of employment.

Part-time employees shall accumulate seniority and service on the basis of hours worked within the bargaining unit, except as expressly provided otherwise in this agreement.

For part-time employees, it is recognized that seniority and service accumulate on the basis of eighteen hundred (1800) hours worked within the bargaining unit equals one (1) year of full seniority and service.

For the purposes of seniority calculation, a part-time employee will not accrue more than eighteen hundred (1800) hours in any twelve (12) month period.

Seniority and service is the determining factor in layoffs, recall, level of vacation entitlement, and as otherwise expressly stated in this Collective Agreement.

4.08 The term “spouse” or “partner” as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.

4.09 Unless otherwise specified in this Agreement, any reference to “days” shall mean Monday to Friday, and shall not include Saturday, Sunday, or Statutory Holidays.

4.10 Any reference in this Collective Agreement to doctor shall also be read to include, where appropriate, a nurse practitioner.

ARTICLE 5—UNION SECURITY

5.01 The Employer and the Union agree that every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, sexual orientation, record of offences, marital status, same-sex partnership

status, family status or handicap. The Employer agrees to abide by the terms of the *Ontario Human Rights Code*, as it may be amended from time to time. The parties further agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or their representatives by reason of union membership or lawful activity.

- 5.02 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union. All new employees shall, as a condition of employment, be required to pay an initiation fee in an amount established by the local of the Union.
- (b) The Employer, when remitting such dues, shall supply the Union with the name, current address, classification and other relevant information of the employees.
- (c) Deductions commence upon hire and dues shall be forwarded to the Union Office on or before the last day of the month, following the month the deductions are made.

5.03 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

5.04 It is mutually agreed that arrangements will be made for a Union Representative to meet with each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the ARCH Hospice. Whenever possible, such meetings may be permitted during the employee's orientation.

The Employer shall advise the Union monthly as to the names of the persons listed for meetings and the time and place on the premises of the Employer designated for each such meeting, the duration of which shall not exceed fifteen (15) minutes.

ARTICLE 6—NO DISCRIMINATION, HARASSMENT, OR WORKPLACE VIOLENCE

6.01 The Employer and the Union recognize the inherent dignity, worth and rights of each individual and are committed to maintaining a positive work environment for all employees. The parties agree to maintain a workplace where behavior that contravenes the *Ontario Human Rights Code*, *Employment Standards Act, 2000*, *Occupational Health and Safety Act* or *Labour Relations Act* is not condoned.

6.02 Definitions

The following terms are defined consistent with the *Occupational Health and Safety Act* and the *Ontario Human Rights Code*:

- (a) “Workplace Harassment” is engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Workplace harassment may include (but is not limited to) bullying, name calling, racial slurs, the display or circulation of offensive images, taunting, mobbing, verbal abuse and similarly unwelcome behaviour.

Workplace harassment does not include the legitimate exercise of management rights by the Employer. The exercise of such rights must not be unreasonable, arbitrary, discriminatory or made in bad faith, and such actions may be subject to the Grievance and Arbitration provisions of this Agreement

- (b) “Workplace Sexual Harassment” is:
- (i) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or,
 - (ii) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
- (c) “Workplace Violence” is:
- (i) the exercise of physical force by a person against a worker in a workplace, that causes or could cause physical injury against the worker;
 - (ii) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or,
 - (iii) a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
- (d) Domestic Violence:
- (i) Consistent with the parties’ commitment to prevent and address workplace violence, the parties acknowledge and agree that women face unique risks associated with violence or abuse in their personal lives, and that a spouse or former spouse, current or former intimate partner or a family member, may physically harm, or attempt to threaten to physically harm, that employee at work. In such situations, domestic violence is considered to be workplace violence.
 - (ii) In circumstances where an employee is in an abusive or violent personal or domestic situation, and discloses such incidents to the Employer, the parties agree to work cooperatively to ensure the safety of the employee

at work. In addition, the Employer agrees to consider in good faith incidents of domestic violence that may impact the Employee's attendance or performance at work when considering or issuing discipline to the employee for culpable misconduct. The Union acknowledges and agrees that this statement of intent is subject to a standard of good faith and cannot be relied upon to prevent, subvert or challenge the imposition of otherwise appropriate discipline by the Employer.

6.03 Resident Care

- (a) The parties agree that abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. The parties agree to work collaboratively to prevent and address any issues of resident abuse.
- (b) Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Steward is on site, the Union Steward will be present at the time the employee is sent home. If a Union Committee person is not present, a Union Representative will be advised not later than the next business day.
- (c) Any investigation conducted by the Employer will be completed in a timely fashion, and the Employer will keep the Union apprised of the status of the investigation. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

6.04 (a) It is agreed that when the employee is faced with workplace violence or with abuse or threatening behaviour, it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction which may, in the appropriate circumstances, include the reassignment of the employee without penalty or loss of income for the remainder of the shift or longer as may be necessary. The Employer will also make reasonable effort to rectify the situation.

- (i) The employee is required to complete an Employee Incident Report Form on the date of the incident, or as soon as possible thereafter in light of the circumstances of the incident.
- (ii) Reasonable steps and interventions within the control of the Employer will follow to address the legitimate health and safety or human rights concerns of the employees.

- (b) The Joint Health and Safety Committee Co-Chairs will have shared access to all Employee Incident Report Forms as soon as possible arising from workplace violence, abuse or threatening behaviour as contemplated herein in a timely fashion through email.
- (c) The parties agree that employees have a right to be free from harassment, sexual harassment, and workplace violence from residents, and acknowledge that such resident behaviour may, in some circumstances, arise involuntarily as a result of an underlying medical issue. The Employer shall ensure that any resident with a known history of violent behaviour or who exhibits violent behaviour while in Hospice through medication or their medical state, are identified in the resident care plans either upon admission to Hospice or following a violent incident. Employees and the Employer understand their mutual obligations to ensure that resident care plans, progress notes and such other parts of the applicable health record are updated in a timely fashion and available to the primary caregivers. The parties agree to work collaboratively to prevent and address any issues of harassment, sexual harassment or workplace violence by residents toward employees, and employees acknowledge and agree that they must bring such incidents to the attention of management in a timely manner. The Employer specifically agrees that no employee will be required to perform unsafe work associated with caring for resident's contrary to the *Occupational Health and Safety Act*.

- 6.05 The parties agree to maintain a workplace that is free from discrimination based on a protected ground contrary to the *Ontario Human Rights Code*, including on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, or any other protected ground that may be duly enacted under such legislation.
- 6.06 Should an employee not be satisfied with the manner in which the Employer addresses issues of workplace harassment, sexual harassment, workplace violence, or any other issues under Article 6 or applicable legislation, the employee is entitled to file a grievance under the terms of this Collective Agreement.
- 6.07 In support of providing and maintaining an environment free of harassment, including but not limited to bullying, the parties confirm that all staff members, volunteers and persons with practicing privileges in the Hospice are prohibited from engaging in behavior that is counter to the spirit and intent of this Article 6.
- 6.08 The parties agree that there shall be no reprisal by the Employer, the Union or any employee as a result of a complaint of harassment, sexual harassment, discrimination or workplace violence of any kind.

The Employer and the Union further acknowledge that the pursuit of frivolous allegations of harassment, discrimination, bullying or workplace violence through the complaint procedures has a detrimental effect on the spirit and intent for which the complaint

procedures were rightfully developed and therefore is not acceptable. It is also agreed that an employee who submits numerous frivolous complaints or a fraudulent complaint may be the subject of a harassment or bullying complaint under this Article 5 and may be subject to disciplinary action.

ARTICLE 7—NO STRIKES OR LOCK-OUTS

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

ARTICLE 8—UNION REPRESENTATION AND COMMITTEES

- 8.01 (a) It is mutually agreed that where negotiations are conducted on a joint basis between ARCH Hospice in Sault Ste. Marie and the Union, the Union will elect or otherwise select a negotiating committee consisting of two (2) representatives from workplace, one (1) of which shall be the Union Unit Chairperson.
- (b) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- (c) The bargaining unit members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiation of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.
- (d) The Employer agrees to provide alternative days off in the case where an employee is bargaining on a day off. In the case of a part time employee such alternative days will be capped at two per calendar week. These bargaining days will be treated as days worked for which the employee will receive pay for the hours she would have regularly worked.
- 8.02 The Employer will recognize the Union Unit Chairperson and up to two (2) Union additional stewards elected or appointed from among the employees in the bargaining unit. The Employer shall not be required to recognize stewards until such time as it has been notified in writing of their appointment or election by the Union. The Union Unit Chairperson's obligations and responsibilities shall also include those of the Union steward.
- (a) The duty of stewards shall be to represent employees in the handling of grievances, attend meetings with management and otherwise represent the Union in accordance with the terms of this Agreement.
- (b) It is understood that no more than one (1) Union steward may participate in the handling of a grievance at step 1, though nothing in this provision shall require the same Union steward to handle a grievance throughout the grievance procedure.

- (c) It is understood that no more than one (1) non-bargaining unit persons may participate on behalf of the Employer during the handling of a grievance at step 1, though nothing in this provision shall require the same non-bargaining unit persons to handle a grievance throughout the grievance procedure.
- (d) It is understood and agreed that the limitations set out in sections (b) and (c) above may be exceeded from time to time on mutual agreement of the parties.

8.03 The Union acknowledges that the Union stewards have their regular duties and responsibilities to perform for the Employer. However, if it is necessary for a Union steward to leave work to attend to Union business, the Union steward may so leave work without loss of pay for their regularly scheduled hours of work to attend to Union business providing that all of the following conditions are met:

- (a) such business must be between the Union and the Employer;
- (b) the time spent shall be devoted to the prompt handling of the Union business;
- (c) the steward concerned shall first obtain the permission of the steward's supervisor, or the supervisor's designate if the supervisor is not on the premises before leaving the steward's work, provided that such permission shall not be unreasonably withheld. In seeking such permission, a steward is expected to advise how much time it is anticipated would be required. Upon completion of the steward's business, the steward will report to the supervisor or designate, as applicable, and then return to the steward's regular duties.

To be clear, no pay shall be provided for time spent outside the Union steward or Union Unit Chairperson's regularly scheduled shift.

8.04 Labour-Management Committee

- (a) It is agreed that a joint Labour-Management Committee ("LMC") will be established consisting of two (2) members of management, selected by the Employer and two (2) members of the bargaining unit, selected by the Union. The purpose of the LMC is to discuss present or prospective issues relating to the workplace that may affect bargaining unit employees and any other matters that would not be the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.
- (b) The parties agree that the LMC shall meet at the request of either party, once every three (3) months at times and locations mutually agreeable. Such meetings may occur more or less frequently upon mutual agreement.
- (c) Any request for a meeting shall be made in writing at least two (2) weeks in advance with an agenda provided. Either party may add additional agenda items in writing at least one (1) week in advance of the scheduled meeting time.

- (d) The Employer and the Union shall each select a Co-Chair to the first meeting during the term of this Collective Agreement, and provide written notice of the elected Co-Chair and any change that may occur to the other party. The Co-Chair selected by the Employer shall be the Co-Chair for the first meeting during the term of this Collective Agreement and thereafter shall alternate between Union Co-Chair and Employer Co-Chair. The Co-Chair shall be responsible for selecting another LMC member to record and maintain minutes of the meeting and that person shall be responsible for distributing such minutes to all members of the LMC, for agreement and signatures of both the Co-Chairs, within fifteen (15) days following the meeting date.
- (e) Members of the LMC shall be paid for wages lost from regularly scheduled hours.

8.05 The Employer and the Union agree that the Union Unit Chairperson shall be retained at work during any layoffs or reduction in hours during their term of office, as long as the Unit Chairperson is qualified and able to perform any available bargaining unit work.

8.06 The Employer agrees that the Unifor Local 1359 President or designate and a National Representative of Unifor shall have access to the Employer's premises to conduct Union business, attend any labour management meeting and meetings at any step of the grievance procedure. The Union acknowledges and agrees that any such attendance must be for legitimate Union business and will not interfere with the operations of the Hospice. The union will provide as much notice as possible in the circumstances and shall make best efforts to provide forty-eight (48) hours' notice.

ARTICLE 9—GRIEVANCE PROCEDURE

9.01 Complaints and Grievances

- (a) A grievance under this Agreement shall be defined as any difference or dispute between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.
- (b) All complaints and grievances shall be taken up in the following manner:

Step Number 1

An employee having a question or complaint, with the assistance of his or her steward, if requested by the employee, shall refer it to their immediate supervisor within eight (8) days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within eight (8) days from date of submission.

Step Number 2

If further action is then to be taken, then within ten (10) days after the decision is given in Step Number 1, the employee, through the Union, shall submit the grievance in writing to the Executive Director or designate. A meeting will then be held between the Executive Director or designate and the Union. The employee may be present upon request of the Union. It is understood that at such a meeting the Executive Director or designate may have such counsel and assistance as they may desire, and that the Union steward may have the Unifor Local 1359 President or designate and/or a National Representative of Unifor also present in accordance with 8.06. The decision of the Executive Director or their designated representative shall be given in writing within ten (10) days following the meeting. If the issue remains in dispute the grievance may then be referred to arbitration in accordance with the Arbitration Procedure of this Agreement.

9.02 Any of the time allowances above may be extended by mutual agreement of the parties.

9.03 An employee subject to disciplinary action which is to be recorded in the employee's personnel file shall have the right to the presence of the Union steward or Union Unit Chairperson or, if either of the above are not available, an elected representative of Unifor Local 1359. In each case the Union steward or Union Unit Chairperson or elected representative of Unifor Local 1359, will be present unless the employee waives this right by signing a waiver in the presence of the Union representative.

9.04 Discipline or Discharge Grievance

- (a) In the event of an employee being disciplined, or discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance. Such grievance shall be filed in writing within ten (10) days of the discipline or discharge be affected and shall be processed starting at the second step of the Grievance Procedure.
- (b) It is understood and agreed that an employee who has not yet completed their probationary period shall not be entitled to file a Discipline or Discharge Grievance at any time save and except circumstances where the discipline or discharge was discriminatory, arbitrary, or made in bad faith.

9.05 Employer Grievances

The Employer may bring forward a grievance alleging of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 2 of the Grievance Procedure. Such grievance shall consist of a written statement of said grievance to the Unifor Union Representative, providing it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred; the Unifor Union Representative shall give their decision in writing within ten (10) days after receiving the written grievance and failing settlement, the grievance may be referred to

Arbitration by the Employer in accordance with Step Number 2 of the Grievance Procedure.

9.06 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the Grievance Procedure, providing that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

9.07 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or their designate within ten (10) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step 2 of the grievance procedure.

9.08 Grievance Mediation Procedure

- (a) Either party may submit a grievance or grievances to Grievance Mediation following Step Number 2 grievance response and prior to the commencement of an arbitration, subject to mutual agreement on such referral and to the appointment of one of the following Mediators:
 - Louisa Davie
 - Eli Geldalof
 - Christine Schmidt
- (b) No matter may be referred to Grievance Mediation that has not been properly carried through Step Number 2 of the Grievance Procedure, provided that the parties may extend the time limits set in the Grievance Procedure.
- (c) Grievance Mediation is voluntary and shall only proceed with all parties' consent.
- (d) Grievance Mediation is a confidential and without prejudice process. All statements, documents, disclosure, evidence, submissions and positions during Grievance Mediation are confidential and without prejudice to either party. For greater clarity, no party can raise, rely upon, or reference in any way the matters addressed during Grievance Mediation in any subsequent proceeding of any kind, including without limitation arbitration, hearings before any statutory tribunal, and civil proceedings.

- (e) The parties further acknowledge and agree that the Mediator is not a compellable witness in any subsequent proceeding of any kind, and that the Mediator's notes or records are inadmissible in any subsequent proceeding of any kind.
- (f) The Employer and the Union shall each pay one half (1/2) of the expenses and fees of the mediator.
- (g) Where the parties mutually agree, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Mediation.
- (h) The Mediator will have the authority to meet separately with either party.
- (i) If no settlement is reached at Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement.

ARTICLE 10—ARBITRATION PROCESS

10.01 A grievance that has been properly carried through all applicable steps of the Grievance Procedure and which has not been settled will, at the written request of the party submitting the grievance, be referred to arbitration within twenty (20) days of receipt of the Step 2 response. Such referral shall be to a single arbitrator in accordance with the procedure set out herein. The time limits set out herein may be extended only by mutual agreement of the parties in writing and such agreement shall not be unreasonably withheld.

In circumstances where the parties have agreed to conduct Grievance Mediation in accordance with Article 9.08, the grievance or grievances in question shall be referred to arbitration within twenty (20) days of the Grievance Mediation date.

10.02 When the party requests that a grievance be submitted to arbitration in 10.01 above, the party submitting the grievance to arbitration shall, within ten (10) days after the referral, suggest to the other party the names of three (3) possible arbitrators. The receiving party shall have ten (10) days in which to accept one of the suggested arbitrators or suggest the names of three (3) arbitrators as an alternative. The party referring the grievance to arbitration shall then have five (5) days to agree to one of the suggested arbitrators or suggest the names of three (3) arbitrators as an alternative. The receiving party shall have five (5) days to agree to one of the suggested arbitrators and if they disagree, it will be determined the parties are unable to agree upon an arbitrator within a period of thirty (30) days, and the party making the referral may request the Minister of Labour for the Province of Ontario appoint an impartial arbitrator.

10.03 Each of the parties shall pay its own expenses including pay for witnesses and one-half (1/2) of the expenses and fees of the Sole Arbitrator.

- 10.04 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitral shall be arbitrated.
- 10.05 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the Arbitrator shall govern.
- 10.06 All agreements reached under the Grievance Procedure and Arbitration Procedure between the Employer and its representatives, and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- 10.07 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance.
- 10.08 No costs of any Arbitration shall be awarded to or against any party.
- 10.09 Failure to refer a grievance to arbitration in accordance with the time limits set out in this Agreement shall result in the grievance being deemed abandoned.

ARTICLE 11—SENIORITY

11.01 Effect of Absence

Seniority shall be given the meaning set out in this agreement and is subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service and seniority for purposes of promotions, demotions, transfers, salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be retained but not accumulated after the thirty (30) days have elapsed. The benefits concerned will be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of their absence.

(c) Seniority shall continue to accrue for the entire period of a leave of absence under the *Employment Standards Act, 2000* to which the employee is entitled, or when on sick leave and in receipt of benefits under this Agreement or through the WSIB.

(d) Benefits – WSIB or Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to twenty-four (24) months following the date of the injury. The Employer shall make its contributions to the Employee's RRSP as set out in this Agreement if the Employee continues to make their contributions as part of the foregoing commitment.

11.02 Seniority & Probation

(a) An employee will have no seniority and shall be considered to be on probation until they have been actively employed for five (5) months for full-time employees, or four hundred (400) hours worked in the case of part-time and casual employees, since the last date of hire with the Employer.

(b) The seniority of an employee who has completed the probationary period shall date back to:

(i) the original date of hire for full time employees; or,

(ii) four hundred (400) hours worked in the case of part time employees and casual employees prior to the date on which the employee completed the probationary period.

11.03 Any question having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the Grievance Procedure and Arbitration Procedure.

11.04 Seniority Lists

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

(b) When compiling a seniority list in January and July of each year, the Employer shall calculate seniority as defined in Article 4.07 for the past six (6) month period.

(c) Employees who wish to question their seniority must do so in writing within twenty-five (25) days of such posting. If no challenge is made within twenty-five (25) days, the employee's seniority shall be deemed correct.

11.05 Loss of Seniority

(a) An employee shall lose all seniority, and their employment shall be deemed to be terminated if any of the following occurs:

- (i) the employee voluntarily resigns, retires or is discharged for just cause; or
 - (ii) the employee is absent from work more than twenty-four (24) months by reason of illness or other physical disability, including but not limited to an absence while on WSIB; or
 - (iii) the employee is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
 - (iv) the employee is absent from work by reason of lay-off for more than twelve (12) months for employees with less than two (2) year of seniority and twenty-four (24) months for employees with greater than two (2) years seniority; or
 - (v) an employee who is recalled to work fails to return within ten (10) days of receipt of the notification to return. Such mailing shall be registered mail to the last address of the employee that the Employer has in its files.
- (b) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
 - (c) An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice.
 - (d) The Union and the Employer agree to abide by the *Human Rights Code*.

11.06 The Employer will notify the employee when his or her benefits will cease.

11.07 Seniority & Service RE: Accepting Position Outside of the Bargaining Unit

No employee covered by this agreement will be assigned to a position outside of the bargaining unit without the employee's consent.

- (a) An employee who accepts a position with the Employer to a temporary non-supervisory position outside the bargaining unit and who is returned within six (6) months, eighteen (18) months in cases of pregnancy/parental leave replacements, to the bargaining unit shall be given credit for all seniority and service accrued in the bargaining unit prior to accepting the position. Should the employee return to the bargaining unit within this timeframe, all other employee(s) shall revert to their previous positions and employees newly hired to replace either the employee accepting the position out of the bargaining unit or an employee transferred as a

result of the employee accepting the position out of the bargaining unit will be released.

- (b) The parties, employer and the union, agree that these time frames may be extended by mutual agreement. The employee shall pay union dues to the local as established by the local based on their regular rate of pay at the time they accepted the position outside the bargaining unit or the rate as adjusted by negotiated increases, times the hours of work performed while filling the position outside of the bargaining unit or their normal hours of work, whichever greater. The payment of the union dues is a requirement for the employee to retain accrued bargaining unit seniority and the right to return to the bargaining unit. Should the employee refuse or fail to pay union dues to the local they shall immediately forfeit their seniority and right to return to the bargaining unit.
- (c) The only term and condition of this collective agreement that the employee is covered by while filling the position outside of the bargaining unit is Article 11.07.
- (d) An employee who accepts a position outside of the bargaining unit for a period longer than that set out in b) above, or permanent position outside the bargaining unit, shall immediately forfeit their seniority and right to return to the bargaining unit.

ARTICLE 12—JOB SECURITY

12.01 Lay-Off and Recall

- (a) A lay-off shall mean the elimination of one or more bargaining unit positions that are occupied at the time of elimination, or a permanent reduction in scheduled hours of work for a full-time employee, or the permanent reduction of hours for a part-time employee below the threshold set out in Article 4.03.
- (b) In the event of a layoff, the Employer will provide the Union with as much notice as reasonable in the circumstances and not less than six (6) weeks' notice unless exceptional circumstances exist that prevent such notice. This notice is not in addition to required notice for individual employees.
- (c) In the event of a layoff, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act, 2000*.

12.02 Lay-Off Procedure

- (a) In the event of a layoff, the Employer shall first give notice of layoff to employees in reverse order of their seniority within their classification and employment status (full-time or part-time), provided that there remain on the job employees who have the skill, ability and qualifications as required by law to perform the

work. It is further agreed that casual, then part-time employees in a classification shall be laid off prior to any full-time employee being laid off.

- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) bump an employee who is the most junior in a lower or identical paying classification in the same employment status (full time or part time) for which they possess the skills, abilities and qualifications and can perform the duties of the lower or identical paying classification without training other than orientation.
- (c) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within seven (7) days following the notification of layoff. Employees failing to give such notice will be deemed to have accepted the layoff.
- (d) An employee who bumps to a different classification to avoid layoff shall have the privilege of returning to the position they held prior to the notice of lay-off should it become vacant within six (6) months of being transferred.
- (e) An Employee who bumps to a different classification to avoid layoff shall be given preference for temporary vacancies in the position they held prior to the notice of lay-off, which are expected to exceed twenty (20) days of work.

12.03 Recall Rights

- (a) An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work without training other than orientation.

In determining the ability of an employee meets the foregoing criteria, the Employer shall not act in an arbitrary manner.

- (b) An employee who is recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or the recalled employee lacks the reasonable and minimal skill, ability and qualification to perform the work available. The recalled employee shall be provided the trial period set out in Article 13.05.
 - (i) It is the sole responsibility of the employee who has been laid off to return to work within the time period set out in 11.05(a)(v). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is

solely responsible for their proper address being on record with the Employer.

- (ii) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to be 12 weeks or longer in accordance with Article 13.10. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (iii) A laid off employee shall retain the rights of recall for a period of twelve (12) months for employees with less than two (2) year of seniority and twenty-four (24) months for employees with greater than two (2) years seniority.
- (iv) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be emailed a copy of job postings to their last known address.
- (v) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

12.04 In the event of a layoff, the Employer shall pay the insured benefit premium for period up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

12.05 Severance pay will be in accordance with the provisions of the *Employment Standards Act*.

12.06 Notwithstanding the above, the parties, including the National Rep, can agree to alternate methods of layoff.

ARTICLE 13—JOB POSTING

13.01 (a) When a permanent vacancy occurs, a new position is created in the bargaining unit, or a temporary vacancy occurs that is expected to last twelve (12) weeks or longer or does in fact exceed such time period, the Employer will post such new position or vacancies, electronically and on the union bulletin board for a period of seven (7) days. Employees bidding on such job posting must make an application to the Executive Director or designate in writing no later than 5:00 P.M. of the seventh (7th) day. If no applications are received by this time the Employer may post externally for the vacancy and consider such external applicants.

(b) The Employer need not consider any applicant to a posting who has, within the prior three (3) month period, successfully bid on a vacancy, except where an

employee is applying to full-time position from a part-time position or where the employee is the only internal applicant, and the employer would otherwise post externally and consider external applicants.

- (c) Copies of all postings shall be forwarded electronically to the Union Unit Chairperson **and the Local Union President**. The Union Unit Chairperson/**Local Union President** will be advised of the **reason for the vacancy**, the successful applicant for the posting and the names of the job applicants upon request.

13.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis under the terms of the collective agreement.

13.03 The posting shall contain:

- a) the job title and job description;
- b) the department and reporting line;
- c) the hours of work and shift;
- d) the classification and rate; and,
- e) the skills, qualifications and experience required to perform the job; **and**
- f) **job posting number**.

13.04 (a) In all cases, filling of job postings shall be based on an employee's skill, ability and qualifications to perform the position. In the event more than one (1) employee applies for a job posting, where skill, ability and qualifications are relatively equal, seniority shall govern.

(b) When assessing seniority in the context of a job postings the full time, part time and casual seniority lists shall be deemed to be merged according to the formula as set out in Article 4.08. All applicants shall be considered together regardless of full time, part time or casual status.

(c) Posted vacancies arising from the filling of an initial vacancy shall be treated in accordance with Article 13.01 and related provisions.

13.05 (a) The successful applicant shall be placed on trial in the new position for a period of two hundred and forty (240) working hours when an employee changes job classification and one hundred and twenty (120) working hours when an employee remains in the same classification. Such change shall become permanent after the trial period unless:

- (i) the employee feels that they are not suitable for the position, and wishes to return to their former position; or
 - (ii) the Employer determines that the employee is not suitable for the position and requires that they return to their former position.
- (b) It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to their former position and the employee no longer has the right to return to their former position.
- (c) In the event of either (i) or (ii) above, the employee will return to their former position and salary without loss of seniority, any other employee whose position was changed as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

13.06 The Employer will discuss with any unsuccessful applicant the manner in which the employee may improve their position and their work in order to be considered for any future vacancy.

13.07 Transfers or Status Changes

- (a) When an employee transfers from the full-time position to the part-time position, seniority in terms of days and years accumulated in the full-time position shall be transferred to part-time status and converted to seniority in terms of one (1) year equals eighteen hundred (1800) hours.
- (b) An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each eighteen hundred (1800) hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

13.08 Temporary Vacancies

- (a) Any temporary vacancy with a duration of twelve (12) weeks or more, or that is expected to last twelve (12) weeks or more, will be posted. The Employer will outline to the employee selected to fill the vacancy the details of the job posting and expected duration of such vacancy.
- (b) In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee. As much notice as possible will be given to the affected employee.
- (c) Part-time employees, by seniority, shall be given the first opportunity to fill temporary vacancies, and part time employees who fill temporary full-time positions shall continue to be treated for all purposes as part-time employees.

13.09 Employees on leave of absence as defined under Article 17 may request to be informed electronically of permanent vacancies while on their leave. Employees must inform the Executive Director or designate of this request in writing and provide contact information for such purposes.

ARTICLE 14—CONTRACTING OUT

14.01 The Employer shall not contract out any work usually exclusively performed by members of the bargaining unit if, as a result of such contracting out, a layoff or a reduction of hours would occur under this Agreement.

ARTICLE 15—WORK OF THE BARGAINING UNIT

15.01 Persons not covered by the terms of this collective agreement shall not perform work usually exclusively performed by members of the bargaining unit where it would directly result in a layoff or a reduction of hours under this Agreement.

15.02 It is understood that nothing in this provision shall prevent or prohibit the Employer from utilizing the services of volunteers, as volunteers remain essential to the effective, efficient and successful operation of the Hospice. For greater clarity, it is acknowledged that volunteers provide some integrated and overlapping services with the work performed by bargaining unit employees, and that such services do not constitute a breach of this Article provided that the use of volunteers does not result in a layoff or a reduction of hours under this Agreement.

ARTICLE 16—OCCUPATIONAL HEALTH AND SAFETY

16.01 In accordance with the *Occupational Health and Safety Act*, the Employer shall take every precaution reasonable in the circumstances for the protection of its employees, including but not limited to protection from violence in the workplace. The Employer and the Union agree to abide and adhere to the applicable standards set out in the *Occupational Health and Safety Act*, as amended from time to time.

16.02 A Joint Occupational Health and Safety Committee will be established with equal representation from the bargaining unit and employees who are not represented by the Union. The Employer and the Union will be limited to two representatives each, with representatives being selected by each of the respective parties, unless otherwise required by the Joint Health and Safety Committee.

16.03 Two (2) Co-Chairpersons shall be selected, one (1) by each party, and each shall be provided with suitable training under the *Occupational Health and Safety Act* as certified worker representatives, and the Employer agrees to pay all reasonable costs associated

with same, which shall include lost time, out of pocket expenses, meals, and where applicable for out of town training, accommodations and travel for the Co-Chairperson to attend such training. Wherever possible, such costs must be discussed and approved in advance in good faith.

16.04 The duties and obligations of the Joint Health and Safety Committee will be as set out in the *Occupational Health and Safety Act ("OHSA")*, and shall include but not limited to the following;

- (a) recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
- (b) record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
- (c) identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
- (d) Representatives of the Committee are entitled to one (1) hour prior to the Committee meeting as may be necessary for preparation or such longer period of time as the committee deems necessary.
- (e) The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of aggressive/violent behaviour.
- (f) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.

- 16.05
- (a) In the event of a critical accident or injury, (as defined in the *OH&S Act*) certified worker committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.
 - (b) For all other non-critical accidents or injuries, certified worker committee representatives shall be notified and given the option of participating in the investigation to determine the nature and causes of the accident or injury. Committee representatives shall review all investigation reports and make recommendations to the Employer as required.

- (c) Medical information lawfully obtained or properly provided during the investigation and/or review of the investigation reports, will be kept confidential by committee representatives in accordance with applicable privacy legislation.

16.06 (a) The Employer shall:

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

- (b) No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction as necessary.

16.07 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

16.08 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

16.09 The Employer will make all direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. Employees understand their obligation to review all applicable and available care plan and health records to inform themselves of the information contained therein. The Employer will advise workers of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

16.10 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

16.11 Protective Clothing and Equipment

The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with such necessary equipment and protective clothing. This committee may make recommendations on such equipment

(e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense.

16.12 The Employer agrees that equipment that is inoperative, malfunctioning or in need of repair will be addressed in a timely fashion.

16.13 Employment of Disabled Workers

The Employer and Union acknowledge their joint obligation to accommodate certain individuals to undue hardship under the *Ontario Human Rights Code* and agrees that this Collective Agreement will be interpreted in such a way.

16.14 Injured Workers Provisions

An employee who is injured during working hours and who is required to leave the Hospice for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at their regular rate of pay. Such employee shall be provided with transportation to their doctor's office or the hospital and to their home as indicated.

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

ARTICLE 17—LEAVE OF ABSENCE

17.01 Granting a Leave of Absence

- (a) The Employer may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that the Employer receives at least four (4) weeks' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Hospice. Applicants when applying must indicate the date of departure and specify the date of return. The employee shall provide the Employer with the reason(s) for requesting the leave of absence and supporting documentation reasonable in the circumstances if asked to do so.
- (b) If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union. Such leave will not be arbitrarily denied.
- (c) To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.
- (d) An employee returning from a Personal Leave of Absence shall provide the Employer with as much notice as possible in the circumstances, and no less than 72 hours'

notice. The Employer shall make all reasonable efforts to return the employee to work as soon as possible. In cases where the leave of absence is longer than six (6) months the employee shall give the Employer no less than two (2) weeks' notice prior to the date of return.

17.02 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act, 2000* unless otherwise amended.

17.03 Pregnancy Leave

(a) Granting Pregnancy Leave

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

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

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

(c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume work.

17.04 An employee who does not apply for leave of absence under Article 17.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

17.05 During the period of an approved leave of absence provided under the *Employment Standards Act, 2000*, the Employer shall continue to pay all applicable benefits in which the

employee is enrolled at the time of the leave. The employee may continue their RRSP contributions and, if so, the Employer shall continue to pay its share of RRSP contributions.

17.06 Return from Leave of Absence

(a) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.

(b) All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

17.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 17.06.

17.08 Such absence is not an illness under the interpretation of this Agreement, and any credits under a sick leave plan under this Collective Agreement cannot be used.

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

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

17.11 Parental Leave

(a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(b) "parent" includes a birth parent, an adoptive parent or a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

- (c) Unless applicable legislation provides a greater benefit, parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not. The period of time off on Parental leave provided under this provision will be necessarily extended to reflect any greater benefit provided by the *Employment Standards Act, 2000* in effect from time to time.
- (d)
 - (i) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
 - (ii) An employee may end their parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

17.12 Union Leave

- (a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Hospice.
- (b) In requesting such leaves of absence, the Union must give twenty-one (21) days' notice to the Employer, unless such notice is not reasonably possible, to be confirmed by the Union in writing. A maximum of twenty (20) days, excluding the Union Unit Chairperson and a member elected to an executive position in the Local, are available to the Union annually for such leaves. A maximum of two (2) employees may be off on such leave at the same time.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on unpaid Union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including RRSP contribution) and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and RRSP matching as applicable.
- (d)
 - (i) Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of three (3) calendar years from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full

payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

(ii) The parties agree that it is the sole responsibility of the employee on such leave of absence to maintain their professional designation, license, and qualifications.

17.13 Bereavement Leave

(a) Upon the death of an employee's legal or common law spouse, child or stepchild, parent or spouse's parent, sibling or spouse's sibling, grandparent or spouse's grandparent, grandchild or spouse's grandchild, or any relative who has permanently resided with the employee for at least one year immediately prior to the individual's death, an employee shall be granted leave up to a maximum of **four (4)** working days without loss of pay, to be taken consecutively for the purposes of attending the funeral or equivalent service. "Common law spouse" shall be defined as a person with whom the employee has been living with for at least twelve (12) consecutive months, including a same sex relationship.

Upon the death of an employee's aunt, uncle, niece or nephew, an employee shall be granted leave up to a maximum of three (3) working days without loss of pay, to be taken consecutively for the purposes of attending the funeral or equivalent service.

(b) It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service. If the funeral or equivalent service (to include interment) is not attended, the paid leave shall be limited to two (2) working days surrounding the funeral, or the equivalent service.

(c) Where there is a funeral, but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.

(d) When an employee is eligible for Bereavement Leave while on vacation or a holiday, she shall be paid for Bereavement Leave in line with the above provisions and her vacation or holiday extended accordingly.

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

(e) Where it is necessary because of distance, the employee may be provided up to two (2) days additional unpaid leave in order to attend the funeral or equivalent service.

- (f) Notwithstanding the above, the employee will be granted flexibility to distribute their bereavement leave entitlement, in excess of one (1) day, over two (2) occasions, not exceeding the maximum working days provided, in order to accommodate attendance at a funeral, or equivalent service (to include interment).

17.14 Jury and Witness Duty

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

- (a) notifies the Employer immediately on the employee's notification that the employee will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof; and,
- (d) notifies the Employer immediately upon being released from serving as a witness or juror.

17.15 Educational Leave

- (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.
- (b) Where employees are required by the Employer or legislated by the Provincial Government to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full tuition cost associated with the courses.
- (c) Granting a Request
 - (i) The Employer may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) months' notice in writing unless impossible and provided that such a leave maybe arranged without undue inconvenience to the normal operations of the Facility. Applicants, when applying, must indicate the date of departure and specific date of return.
 - (ii) If such leave is granted the employee's position will be posted as a temporary posting and the employee will be allowed to return to the posting for the summer break period.

17.16 Employment Standards Act, 2000 Leaves of Absence

- (a) An employee's entitlement to and obligations with regard to any leave of absence set out in the *Employment Standards Act, 2000* shall be governed by the terms of the statute in effect from time to time, except where the terms provided under this Collective Agreement constitute a greater right or benefit.
- (b) An employee who is on a leave of absence set out in (a) above shall continue to accumulate seniority and service at the Hospice.
- (c) Subject to any changes in an employee's status which would have occurred had she not been on Leave set out in (a) above, the employee shall be reinstated to her former position.

17.17 Paid Education Leave

- (i) The Employer agrees to pay into a special dues fund the amount of **three (3)** cents per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by Unifor and shall be utilized by the Union at its discretion. Such monies shall be sent by the company to the following address: Unifor Special Dues Fund, **Unifor Canada, 115 Gordon Baker Road, Toronto, Ontario M2H 0A8.**
- (ii) The Employer further agrees that members of the bargaining units selected by the Union to attend such courses will be granted a leave of absence without pay for ten (10) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave. Dates utilized under this provision shall count and be deducted from the twenty (20) days provided for union leave under Article 17.12.

ARTICLE 18—HOURS OF WORK

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

- (a) The regular work shift for employees shall be eight (8) hours per day inclusive of paid meal breaks, unless modified by the Letter of Understanding re 12 Hour Shifts. The Employer agrees that there shall be no split shifts.
- (b) It is mutually agreed that existing arrangements for lunch periods will continue as practiced at the date of signing of this Agreement.
- (c) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for hours worked at straight time.

(d) A shift shall be deemed entirely within a day in which the shift commenced.

18.02 (a) The Employer shall post a Master Schedule for full time and part time employees by January 20th of the applicable calendar year. The Master Schedule is subject to change in accordance with the terms of this Collective Agreement, and is not a guarantee of hours, shifts, or days of work per week.

(b) The Employer agrees to post a Working Schedule covering at least a two (2) week period that will be posted at least four (4) weeks in advance. Employee requests for specific days off must be submitted to the Manager Hospice Service or designate a minimum of two (2) weeks in advance of posting the Working Schedule, unless exceptional circumstances prevent an employee from providing such notice, and the Employer agrees to consider such requests in good faith.

(c) The Employer will endeavour to provide as much advance notice as practicable of a change or cancellation in the Working Schedule. Changes or cancellations to the Working Schedule shall be brought to the attention of the employee and will be added to the Working Schedule, where possible. Every reasonable attempt will be made to notify the employee. Where less than twenty-four (24) hours' notice is given to the employee, time and one half (1 1/2) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of their new schedule.

(d) The Employer will make best efforts to ensure that employees will receive a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts.

(e) No employee shall be scheduled to work more than seven (7) consecutive calendar days without being given two (2) or more days off work, provided however that the overtime rate of one and one half (1.5) times the employee's regular rate of pay shall be paid for all hours worked for each consecutive day worked in excess of seven (7) consecutive calendar days, except in the case of an approved exchange of shifts between employees as per Article 18.03.

18.03 It is understood and agreed that any exchange of shifts between employees must be requested in writing at least one (1) week in advance, and is subject to Employer approval, which shall not be unreasonably denied. It is understood that such shift exchange will not result in any additional cost to the Employer (including but not limited to overtime) as a result of such shift exchange. The parties agree that each employee may exchange a shift no more than five (5) times each calendar year.

18.04 Relief Periods

Employees will be allowed breaks without reduction in pay and without increasing the regular working hours as follows:

Shift Length

Eight (8) hours:

Every (4) hours thereafter:

Breaks

two (2) – fifteen (15) minute breaks

one (1) – fifteen (15) minute break

18.05 Education on Day Off

When an employee is required by the Employer to attend in-services outside their regularly scheduled working hours, and the employee does attend same, they shall be paid for all time spent on such attendance at their regular straight time hourly rate of pay.

18.06 Master Schedule Change

(a) Where the Employer intends to change the Master Schedule, such change shall be an agenda item at a Labour/Management Meeting prior to the change being affected.

(b) This scheduling provision in Article 18.0 does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion, however Article 18.03 must still be followed.

18.07 Meal Periods

(a) Any shift of five (5) hours or more will include a one-half hour meal break.

(b) Meal breaks will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch, and storage facilities will be provided.

18.08 The Employer will make best efforts to arrange shift schedules such that all full-time employees will receive a minimum of one (1) weekend off in three (3) and all part-time employees will receive a minimum of one (1) weekend off in four (4); unless modified by the Letter of Understanding Re: 12 Hour Shifts or unless otherwise mutually agreed between the employee and the Employer.

ARTICLE 19—PREMIUM PAYMENTS

19.01 Overtime

(a) All overtime must be assigned or approved in advance by the Employer. Overtime shall be paid at one and one half (1.5) times an employee's regular rate of pay for all approved overtime hours worked in excess of eight (8) hours per day or forty (40) per work week. A "work week" shall be defined as the calendar week, Sunday to Saturday. It is understood that overtime for employees working 12 hour shifts in accordance with this Collective Agreement shall be governed by the terms of the Letter of Understanding re: 12 Hour Shifts.

- (b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual agreement.
- (c) It is understood and agreed that there shall be no pyramiding of overtime under this Collective Agreement.
- (d) Overtime shall be offered by bargaining unit seniority in the applicable classification. In the event no employee voluntarily accepts the overtime work, the Employer will assign the overtime work to employees within the classification who are on shift in reverse order of seniority.
- (e) An employee who is absent on paid time during his scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

19.02 Minimum Reporting Allowance

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

- (a) The employee has not been previously notified by the Employer to the contrary, either orally or by employee's preferred contact telephone number and voicemail; and,
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

19.03 Call In

- (a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule by seniority as outlined in 19.03(c).
- (b) Employees will submit their call in availability in writing to the supervisor or designate stating the shifts they will be available for at the time that the call-in list is updated, if nothing is submitted, the previous availability will remain in effect.
- (c) Call In Procedure
Where the Employer determines that it will call in staff, it will offer any and all available work caused by the replacement of absent employees to part time employees within the classification concerned in order of seniority, provided no overtime payments are incurred. If part-time employees are not available at straight time, the shift shall be offered to casual employees in the classification and if no casual employees accepts, employees will be called in on overtime in accordance with Article 19.01.

- 19.04 Employees shall be paid a shift premium of **\$0.50** per hour for all hours worked where the scheduled hours fall between 2300-0700 Monday to Thursday;
- 19.05 Employees shall be paid a weekend premium of **\$0.50** for each hour worked between 2300 on Friday to 0700 on Monday.
- 19.06 Employees shall be paid an evening premium of \$0.10 per hour for all hours worked between 1500-2300.**
- 19.07 Preceptorship**
Effective date of ratification, whenever an employee is specifically assigned additional responsibility to provide preceptorship to students on their prescheduled shifts, such employees shall receive an additional seventy-five cents (\$0.75) per hour worked as a preceptor. For greater clarity, no employee shall provide preceptorship unless assigned by the Employer.

ARTICLE 20—HOLIDAYS

- 20.01 Employees shall receive the following holidays with pay:

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

In addition to the above holidays, employees shall be entitled to one (1) paid float day per calendar year, paid at straight time. This float day will have no monetary value and if not used by the employee in the calendar year shall be forfeited.

- 20.02 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday, unless the employee works a seven (7) day operation where in such cases the paid holiday will be observed on that day. If the paid holiday falls on an employee's regular scheduled day off they shall receive Holiday pay for that day in addition to their bi-weekly pay.
- 20.03 Holiday pay for Full-time employees will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at their regular rate of pay, except in instances where the Letter of Understanding re: 12 Hour Shifts takes effect. Eligibility for holiday pay and the calculation of holiday pay for part-time employees shall be in accordance with the *Employment Standards Act, 2000*.

- 20.04 In order to be entitled to payment for statutory holidays, an employee must have worked their full scheduled working day immediately preceding the statutory holiday and full scheduled working day immediately following the holiday unless:
- (a) absent on vacation;
 - (b) absent on either of those days and such absence is authorized by the Employer or by legislation; or,
 - (c) because of illness or injury (either work related or non-work related). A medical certificate issued by a qualified medical practitioner may be requested by the Employer.
- 20.05 An employee who is required to work on any of the above mentioned holidays, in addition to their holiday pay, will be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked.
- 20.06 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, if requested by the employer.
- 20.07 For clarification purposes of when a paid holiday begins and ends, it shall be for the full period of any shift that starts within the twenty-four (24) period commencing at 7 am on the day of the paid holiday.
- 20.08 Full-time employees who are entitled to receive holiday pay in accordance with Articles 20.02 or 20.05 on any holidays outlined in Article 20.01, (excluding New Year's Day, Christmas Day, and Boxing Day) and that are in compliance with Article 20.04, may request to have an alternative day off instead of receiving holiday pay. The alternative day off must be requested by no later than the 15th day of the month prior to the month in which the paid holiday occurs. The alternative day off must fall within the same month in which the paid holiday occurs. Requests will be determined on a first come first serve basis and will not be unreasonably denied, and in accordance with departmental policy and need. Alternative days that are not scheduled in accordance with this Article will be automatically paid out on the last pay period of the month in which the holiday occurs.
- 20.09 (a) **An employee who is scheduled to work Christmas Day or New Year's Day in one holiday period shall not be scheduled to work on Christmas Day or New Year's Day (as applicable) in the subsequent year's holiday period, unless the employee requests otherwise.**
- (b) **Subject to urgent staffing needs, an employee who is scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day in the same holiday period, and vice versa, unless the employee requests otherwise.**

ARTICLE 21—VACATIONS

21.01 For the purpose of calculating eligibility, the vacation year shall be the period from January 1st of any year to December 31st of the same year.

21.02 Vacation for full-time employees shall accumulate at the rate of:

- (a) Employees with less than one (1) year of service as December 31st will be granted one (1) day (8 hours), vacation leave for each month of service to a maximum of ten (10) days (80 hours).
- (b) Employees with one (1) year of service on or before December 31st of the current year shall receive two (2) weeks' vacation (80) hours.
- (c) Employees with four (4) years of service on or before December 31st of the current year shall receive three (3) weeks' vacation (120 hours).
- (d) Employees with nine (9) years of service on or before December 31st of the current year shall receive four (4) weeks' vacation (160 hours).
- (e) Employees with fifteen (15) years of service on or before December 31st of the current year shall receive five (5) weeks' vacation (200 hours).

21.03 Vacation pay for full time employees shall be paid on the basis of regular hours for each vacation week taken by the employee.

21.04 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but the number of employees off at a given time shall be finally determined by the Administrator having due concern for the proper operation of the Facility.

The Employer will post a blank vacation request schedule by January 1st of each year for the prime summer period of June 15th – September 15th. Employee vacation requests are to be submitted by the end of January of each year. By March 1st the Employer shall inform the employees who submitted their vacation requests by the end of February whether their requests were approved or denied.

During prime time (June 15th to September 15th) employees will be allowed to book up to two (2) weeks vacation in accordance with seniority and also will be allowed to book outside of prime time in accordance with seniority. Once all employees have had an opportunity to book vacation during prime time then employees, on a seniority basis, will once again be allowed to book remaining vacation entitlement in prime time if any time is still available.

Employees who file a timely request by the end of January will receive priority for their vacation requests, and where their vacation requests could not be accommodated, all of their

subsequent requested vacation times over an employee who submits such a late request. An employee submitting such a late request cannot utilize seniority to displace any employee who submitted a timely request.

Vacation requests that are submitted after the deadline shall be considered on a first come, first serve basis in accordance with the operational needs of the Hospice.

- 21.05 Vacations are not cumulative from year to year and all vacations must be taken before the end of the pay ending prior to December 15th, except as may be required by law. Employees shall not waive vacation and draw double pay. Any request by an employee to carry over vacation shall be considered and approved only in exceptional circumstances. In such cases, the vacation days carried over must be used in the year in which they are carried over.

By September 1st, the Employer will notify full-time employees who have not scheduled all of their vacation entitlement. Where an employee has not made their vacation request by September 15th, the Employer will schedule that portion of the employee's vacation to be taken by the end of the year.

- 21.06 Employees who have lost their seniority and have terminated their employment as set out in Article 11 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

- 21.07 The Employer shall pay vacation pay as part of the regular pay for the vacation week taken. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

- 21.08 Part-time employees shall receive vacation benefits for the vacation year as follows:

| <u>Hours Paid</u> | <u>Vacation Entitlement</u> |
|------------------------------------|--|
| 0 to less than 1,800 hours | 4% of gross earnings for the vacation year. |
| 1,800 to less than 7200 hours | 2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year. |
| 7200 to less than 16,200 hours | 3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year. |
| 16, 200 to less than 27, 000 hours | 4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year. |

27,000 hours and more

5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year.

The Employer shall pay vacation pay for part-time employees at the time they take their vacation or request accrued vacation pay with two (2) weeks notice. Unused vacation shall be paid out in a lump sum on or about December 15th of each year.

21.09 Employees with three (3) or more weeks of vacation entitlement due to their service with the Hospice will be entitled to take one (1) of those weeks as single days. Employees with 5 or more weeks of vacation entitlement due to their service with the Hospice will be entitled to take two (2) of those weeks as single days. These days may be taken individually or in a group of up to four (4) at a time to be agreed between the employee and their supervisor.

21.10 When an employee's vacation is interrupted due to illness or injury, or an employee is ill or injured immediately prior to a scheduled vacation period and such illness or injury requires:

- (a) the employee to be an in-patient in a hospital;
- (b) the employee is receiving ongoing medical care and/or treatments resulting in the employee being confined to the employee's residence or to bed rest following hospitalization; or,
- (c) the employee is receiving home care as prescribed by employee's physician following hospitalization.

The period of time referenced in (a), (b) and (c) above shall be considered sick leave and will not be counted against their vacation credits. Vacation time shall be deferred to a mutually agreeable date provided that the employee provides medical documentation from their physician if requested by the Employer.

21.11 If a recognized holiday occurs during the employee's vacation period, the employee's vacation period will be immediately extended by the number of recognized holidays that occur during the vacation period.

ARTICLE 22—HEALTH AND INSURANCE BENEFITS

22.01 O.H.I.P.

- (a) The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, of the O.H.I.P. premium for the Province of Ontario.

- (b) This benefit shall be payable by the Employer to all present employees on the basis of their current participation in the O.H.I.P. plan through the Company payroll, and to all new employees who join the Company's O.H.I.P. Group.

22.02 The Employer shall provide a group health insurance plan to all full time employees comparable to that provided to staff as of the date of ratification of this Collective Agreement (Chamber of Commerce Group Insurance, Plan Policy 31005 Algoma Residential Hospice 2018-02-07), and pay 100% of the premiums associated with such plan. Full time employees are eligible to enroll upon completion of their probationary period as applicable under this Collective Agreement.

The insured benefits will include:

- (a) Basic group life; Upon ratification increase life insurance to \$50,000, effective within 30 days
- (c) Accidental death and dismemberment; Upon ratification increase AD&D to \$50,000, effective within 30 days
- (c) Dental; Upon ratification increase maximum to \$2000 per individual per year, effective within 30 days
- (d) Extended health benefits, including, but by no means limited to, specifically:
 - (i) Vision care; Upon ratification increase vision care to **\$400** effective within 30 days. The Extended Health Benefits will include, among other benefits, paramedical services **(upon ratification increase paramedical services to \$400)**, vision care, travel benefit plan, orthotics, hearing aids, and prescription drug coverage.
 - (ii) The Employer will provide full time employees with a Long Term Disability ("LTD") plan, and such plan shall include a sixteen (16) week qualifying period and provide up to 66 2/3% of regular wages in accordance with the terms of the plan in for a period of time of up to twenty-four (24) months of total disability preventing employment in own occupation, and total disability preventing employment in any occupation thereafter in accordance with the plan. **Upon ratification, the Employer agrees to make inquiries with its benefits provider about increasing the qualifying period to twenty-six (26) weeks to equal the EI Sick Leave entitlement and, if an option for increasing is available, the employer shall facilitate such increase.**

22.03 Change of Carriers

The Employer may substitute or change carriers for any of the above plans provided that the level of benefits remain the same or better. The Employer will advise the Union of such

change and provide with a copy in writing at least thirty (30) days prior to implementing the change. Any disputes over the change in carrier or benefits provided shall be subject to the Grievance and Arbitration procedure in this Collective Agreement.

22.04 RRSP Matching

The Employer shall provide matching contributions up to a maximum of three percent (3%) of regular earnings to a full-time employee's RRSP account.

22.05 It is understood and agreed that the Employer's sole obligation with respect to the benefits provided hereunder is the remittance of premiums and the provision of an applicable plan as stipulated herein. Any question as to eligibility and entitlement under such plans are governed by the terms of the plans themselves, and such plans are not part of this Collective Agreement in themselves and are not subject to the grievance or arbitration procedures set out herein.

22.06 Part time employees shall receive a percentage in lieu of benefits of eleven percent (11%) of regular earnings.

ARTICLE 23—SICK LEAVE/PERSONAL

23.01 Pay for sick leave, paid by the employer, is for the sole and only purpose of protecting full-time employees against loss of income and will be granted to full-time employees on the following basis:

- a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- b) Employees who have completed the probationary period shall be credited with **eight (8)** days of sick/personal emergency leave per year. Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness. An employee may also use sick leave to cover income during the one (1) week waiting period under the twenty-six (26) weeks of E.I. sick leave benefits.
- c) **Employees who are entitled to sick leave days shall be allowed to carry over into the next year up to two (2) days of sick/personal emergency leave into the next calendar year for use in that calendar year, if such sick/personal emergency leave days are still available to the employee at the end of the calendar year in which they were earned. Carried over sick/personal emergency leave days not used within the next calendar year shall be forfeited without any pay in lieu at the end of such calendar year.**

23.02 Full-Time/Part-Time Sick Leave Transfers

Sick leave benefits at time of transfer from full-time to part-time status shall remain to the credit of the employee and shall be used in accordance with Article 23.01 of this Agreement.

23.03 If the Employer requires a sick leave certificate in accordance with the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

ARTICLE 24—INJURY AND DISABILITY (Currently listed as Article 23)

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

- (a) The employee will not be eligible for paid holidays, sick leave, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

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

24.03 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Employer in a classification that is covered by this Agreement, then the returning employee may exercise their seniority if he/she has the qualifications, experience, and ability to fill an available vacant position or if a position is known to become available that would potentially be a match with the employee's limitations, it will be considered for their accommodation.

ARTICLE 25—COMPENSATION

25.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

25.02 Retroactivity

Upon receipt of an arbitration award or written notice of ratification from the Union every reasonable effort will be made to pay retroactivity and draft a collective agreement to be forwarded to the Union as expeditiously as possible and in any event not more than sixty (60) days. Retroactivity applies to wages only based on hours paid by the Employer.

ARTICLE 26—GENERAL TERMS

26.01 The Employer and the Union will share equally in reasonable cost associated with printing the Collective Agreement.

Following ratification of this Collective Agreement, the Employer and the Union agree to work collaboratively to finalize the content and format of the Collective Agreement and implement any changes related to same. The parties shall endeavour to finalize the Collective Agreement within ninety (90) days of ratification.

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

ARTICLE 27—PAY DAYS

27.01 (a) The Employer agree that wages will be paid bi-weekly on Friday during working hours. The normal bi-weekly pay period shall be Sunday to Saturday inclusive.

(b) Employees will be paid wages for each pay period, including any overtime or premium pay due to the employee for such pay period, on the second Thursday after each pay period ends.

27.02 The Employer shall provide all pay cheques, or in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee in their mail slot on Thursdays during working hours.

27.03 (a) Upon termination or lay off, the employee will be paid their final pay and their vacation pay on the regular pay day for that pay period within which they were terminated or were laid off.

(b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

27.04 Errors on Paycheques

- (a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error, or as soon as possible thereafter and only on written explanation to the employee and the Union.

- (b) If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory reasonable arrangement between the employee and the Employer, and such mutual agreement shall not be unreasonably refused.

ARTICLE 28—PERSONNEL FILES

- 28.01 Disciplinary records shall be removed from an employee's personnel file after twenty-four (24) months from the date of incident, provided that the employee has been subject to no further discipline since such time.

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

ARTICLE 29—TERM

- 29.01 This Agreement shall continue in effect until **December 31st, 2027**, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.
- 29.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- 29.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the *Ontario Labour Relations Act*.

SIGNED AND DATED on Bold Sign, this 14th day of August 2025.

FOR THE EMPLOYER

Julie Premo
Julie Premo (Oct 28, 2025 13:01:52 EDT)

Kim Streich-Poser
Kim Streich-Poser (Oct 28, 2025 13:28:05 EDT)

Jude Edwards
Jude Edwards (Oct 28, 2025 13:06:28 EDT)

Ellie Love
Ellie Love (Nov 2, 2025 11:10:42 EST)

FOR THE UNION

Laurie Lessard-Brown
Laurie Lessard-Brown (Oct 28, 2025 12:33:51 EDT)

Cathy Humalamaki
Cathy Humalamaki (Oct 28, 2025 13:08:12 EDT)

Mary Casola
Mary Casola (Oct 28, 2025 13:12:34 EDT)

L. Fortier-mencucci
L. Fortier-mencucci (Oct 28, 2025 13:21:25 EDT)

Robert Brown
Robert Brown (Oct 28, 2025 14:27:53 EDT)

SCHEDULE "A"

| WAGE GRID | | | | |
|----------------------------|---------------------|-----------|-----------|-----------|
| | \$1.50 RPN increase | 2025 Rate | 2026 Rate | 2027 Rate |
| PSW | | \$ 27.44 | \$ 27.99 | \$ 28.55 |
| RPN | \$ 32.31 | \$ 32.31 | \$ 32.96 | \$ 33.62 |
| RN | | \$ 44.66 | \$ 45.55 | \$ 46.46 |
| Chef | | \$ 27.59 | \$ 28.14 | \$ 28.70 |
| Family Support Facilitator | | \$ 23.53 | \$ 24.00 | \$ 24.48 |

LETTERS OF UNDERSTANDING

#1 RE: RETURN TO WORK

- (a) The employee acknowledges her obligations, and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.
- (b) The Hospice will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.
- (c) The Employer agrees that its Early and Safe Return to Work and Labour Market Re-entry programs will include a statement that the Employer will make reasonable effort to provide modified duties.
- (d) Prior to any disabled employee returning to work from a disability including WSIB to any modified/light/ alternate work program, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.
- (e) The parties agree that the requirement to consult in the Return to Work language does not in any way mean that the Union's consent is required for the back to work program for the work force.

#2 RE: NON CLOSURE TO AVOID UNION

The Employer agrees not to close the existing Hospice and open another in an attempt to avoid the union during the life of this collective agreement.

#3 RE: WOMEN'S ADVOCATE

The Employer will provide an unpaid leave to one (1) employee at the Hospice to participate in the Unifor Women's Advocate Training. However, any expenses to be assumed by the Union directly and/or through the Paid Educational Leave Program.

#4 RE: TWELVE HOUR SHIFTS

The parties acknowledge that all Registered Nurses currently employed by the Employer work a twelve (12) hour shift schedule, also referred to as a compressed work week and extended tour, and that such schedule shall be maintained unless discontinued in accordance with the terms set out herein. Moreover, the parties agree that the following terms shall govern the introduction and/or discontinuation of twelve (12) hour shifts in the workplace.

Notwithstanding Article 18, the Employer retains discretion to alter the normal hours of work in accordance with its operational needs, in line with the following procedures.

1. **Introduction and discontinuation language:**

- (a) A compressed work week shall be introduced when:
 - (i) seventy-five percent (75%) of the employees so indicate by secret ballot; and
 - (ii) the Employer agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) A compressed work week may be discontinued when:
 - (i) sixty-five percent (65%) of the employees so indicate by secret ballot and the Employer agrees to discontinue the compressed work week; or
 - (ii) the Employer determines that discontinuation of a 12 hour shift schedule is reasonable based on patient care and/or staffing requirements.

The Employer agrees that the exercise of its discretion and judgment regarding the implementation or discontinuation of a 12 hour shift schedule shall not be arbitrary, discriminatory, or made in bad faith.

- (c) When notice of discontinuation is given by either the Union or the Employer in accordance with paragraph (b) above, then the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and where it is determined that the compressed work week will be discontinued, affected employees shall be given four (4) weeks notice before the schedules are so amended.

- 2. (a) The regular hours of work shall be 12 paid hours.
- (b) There shall be two 15 minutes paid rest periods and one 30 minute paid meal periods during each 12 hour shift.
- 3. The probationary period will be 400 hours as per Article 11.02 b).
- 4. Overtime for full-time employees will be paid after 12 hours per day and for all hours worked on a scheduled day off and shall be paid at the rate of time and one half (1.5) the employee's rate of pay.

Part-time employees working 12 hour shifts will be paid overtime for all hours exceeding eighty (80) hours in a two (2) week period, and for all hours worked after 12 hours of a scheduled shift, at the rate of time and one half (1.5) the employees rate of pay. All overtime will be approved in advance.

5. Statutory Holidays – Full-time and part-time employees who work on a statutory holiday will be paid time and one half (1.5), for the purposes of this clause, holiday pay shall commence for the full shift that starts within the day that the shift commenced. Full-time employees will be paid eight (8) hours of holiday pay for each holiday, regardless of where it falls in their rotation. Part-time employees' holiday pay will be in accordance with the *Employment Standards Act, 2000*.
6. Vacations – For full-time employees, a vacation week with pay shall be converted into hours and shall be the equivalent of 40 hours of vacation for each week of vacation entitlement. Part-time employees' vacation accrual and entitlement will be as set out in Article 21.09 of the Collective agreement. The employer shall pay vacation pay for part-time employees at the time they take their vacation. Unused vacation shall be paid out in a lump sum on or about December 15th of each year.
7. The Employer shall post a Master Schedule for full time and part time employees by January 20th of the applicable calendar year. The Master Schedule is subject to change in accordance with the terms of this Collective Agreement, and is not a guarantee of hours, shifts, or days of work per week.

The Employer agrees to post a Working Schedule covering at least a two (2) week period that will be posted at least four (4) weeks in advance. Employee requests for specific days off must be submitted to the Manager Hospice Service or designate a minimum of two (2) weeks in advance of posting the Working Schedule, unless exceptional circumstances prevent an employee from providing such notice, and the Employer agrees to consider such requests in good faith.

8. Sick leave shall be paid in accordance with the number of shifts indicated in Article 23.
9. The Excess Hour Agreement determines the full-time definition with those working twelve (12) hour shift schedules. These currently are calculated on a four (4) week average that supersedes the definition of full-time as defined in Article 4.02. Once this agreement expires, a new agreement will be discussed with the Union.

The parties shall review the numbering conventions as part of a Memorandum of Agreement to ensure that they are consistent and clear.

#5 RE: MENTAL HEALTH

The parties agree that a psychologically healthy work environment is a desirable objective for both Algoma Residential Community Hospice and its employees.

The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and its effect in the workplace. This will be a standing discussion item on the Joint Occupational Health and Safety Committee agenda.

#6 RE: RACIAL JUSTICE ADVOCATE

Each year on March 21 at 11:00AM, work will stop, and one (1) minute of silence will be observed in support of Racial Justice.

#7 RE: REMEDY SHIFT

When an error is made in the Call In Procedure under Article 19.03, and a more senior employee is “missed”, the parties are in agreement that: The employee will be scheduled for an alternative shift within thirty (30) business days of the error being identified and verified. All efforts will be made to find a mutually agreeable shift, and such shift may be scheduled based on already available shifts. A remedy shift will supersede all call-in procedures in Article 19.03. In the event that the employee is unable to pick up an extra shift during the thirty (30) business day timeframe due to the requirements of the posted shift schedule, scheduled vacation, or unforeseen illness or injury, or an approved leave of absences, this timeline will be extended and will be agreed on mutually between the parties and will not be unreasonably denied. Any outstanding Remedy shifts will have no cash value upon voluntary termination.

#8 HEALTH AND SUPPORTIVE CARE PROVIDERS OVERSIGHT AUTHORITY (HSCPOA) RE: PSW REGISTRY

The Ontario government created the Health and Supportive Care Providers Oversight Authority (HSCPOA), which came into effect on December 1, 2024. The parties agree to comply with any mandatory requirements of the HSCPOA. If mandatory requirements are introduced that impact existing employees, the Employer and the Union agree to meet and discuss these impacts.











FINAL Algoma Residential Community Hospice CA 2025-2027


Final Audit Report


2025-11-03


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| Created: | 2025-10-28 |
| By: | Jodi Hyatt (windsor@unifor.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAaTkEOHW9A0pSlv0mzxjHWCR4YdQL13Na |


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 Signer Lisa Fortier-Mencucci (fortier-mencuccil@archhospice.ca) entered name at signing as L. Fortier-mencucci
2025-10-28 - 5:21:23 PM GMT


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2025-11-03 - 4:09:22 PM GMT

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