

COLLECTIVE AGREEMENT

Between

ALBRIGHT GARDENS HOMES INCORPORATED
(hereinafter referred to as "the Employer")

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**
(hereinafter referred to as "the Union")

EXPIRES: December 31, 2019

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COLLECTIVE AGREEMENT

(Wherever the singular and masculine are used herein, they shall be construed as if the plural or feminine had been used where the context so required, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.)

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to provide for and maintain mutually satisfactory relations between the Employer and the employees concerned and 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 who are subject to the provisions of this Agreement.
- 1.02 The Union and the Employer agree to abide by the *Human Rights Code* in the administration of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01
 - a. The Employer recognizes the Union as the bargaining agent for all employees of Albright Gardens Home Incorporated, (Albright Manor) Lincoln, (Beamsville Post Office), Ontario save and except professional medical staff, registered and graduate nurses, RAI-MDS Coordinator(s), paramedical employees, graduate pharmacists, graduate dieticians, craft instructor, purchasing agent, stockkeeper, supervisors, foremen, persons above the rank of supervisor and foreman, clerical staff, persons regularly employed for not

more than twenty-four (24) hours per week, and students employed during the school vacation period. Effective February 23, 1995, the bus driver position is to be included in this recognition clause.

- b. The Employer recognizes the Union as the bargaining agent for all employees of Albright Gardens Homes Incorporated, (Albright Manor) Lincoln (Beamsville Post Office), Ontario, regularly employed for not more than twenty-four (24) hours per week and student employed during the school vacation period, save and except professional medical staff, registered and graduate nurses, RAI-MDS Coordinator(s), graduate pharmacists, graduate dieticians, craft instructor, paramedical employees, clerical staff, persons employed for a specific term and/or task under a Government Employee Programme, purchasing agents, stockkeeper, supervisors, persons above the rank of supervisor, and persons who are covered by subsisting Collective Agreements.
- c. "Casual" employee means an employee in the bargaining unit who is used to fill shift needs. It is agreed that casual employees are expected to make a commitment to be available for at least: four (4) shifts per month, and one (1) weekend per month, and a minimum of four (4) paid holidays per year, one of which must be Christmas or New Year's, as per Article 28.05, and one (1) of which must be Canada Day, Civic Holiday or Labour day.

Where a casual employee has refused to work any shifts in a forty five (45) day period (assuming that work was offered during that time frame) s/he shall be sent a letter of expected termination. Such letter shall outline a fourteen (14) day window for the employee to contact the Home

should they desire not to be terminated.

Should such casual employee respond by wishing to stay on casual, he/she will be expected to meet the above commitment level. Failure to meet this commitment level shall result in termination.

ARTICLE 3 - UNION SECURITY

- 3.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer and the Union will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Any new bargaining unit employee will be referred by the Employer to a Steward in order to give the Steward an opportunity to describe the Union's purposes and representation policies to the new employee.
- 3.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 3.03 The Employer is authorized and shall deduct from each employee's pay an amount equal to union dues, in accordance with the Union's policy on dues payment. Such deductions shall go into effect with the first month of employment of an employee. The Employer shall also deduct and remit any authorized initiation fees owing to the Union.
- 3.04 The total amount checked off will be turned over to the Union treasurer each month within a week after the last checkoff for the month is made, together with an itemized list of the employees for whom the deductions are made and the amount

checked off for each. The Employer shall be saved harmless for all deductions, remittance and payments made.

- 3.05 The Employer shall annually report on an employee's T4 form (income tax slip) the amount of union dues deducted from the employee in that year.
- 3.06 Employees, who, because of conscientious objection cannot support the Union, may apply to the Union in writing explaining their objections and requesting that their deducted monies be forwarded to a registered Canadian charitable organization. If, in the judgment of the Union, an employee's objections to supporting the Union are valid, the Union will honour the employee's request and forward her deducted monies at the end of the calendar year to a charitable organization which will be selected by mutual agreement between the employee and the Union.

ARTICLE 4 - UNION INTERVIEW

- 4.01 The Employer will notify the Union through the Dues Remittance Process every month of the names, addresses, telephone numbers and classifications of all new employees hired the previous month who are subject to this agreement.
- 4.02 The Employer agrees to inform all new bargaining unit employees that a collective agreement is in effect upon hire.
- 4.03 The Employer agrees that a Union Official will have an opportunity to interview each new employee, individually or in a group, within their regular working hours and without loss of pay for any employees involved. The purpose of the interview is to inform the new employee about the Union in the Home,

to provide an explanation of the collective agreement provisions and expectations. Such interview will take place during the first thirty (30) calendar days of employment and shall not exceed fifteen (15) minutes for individuals and thirty (30) minutes for groups.

- 4.04 The parties agree that the Union Officials will not interview new employees without first obtaining permission from the Administrator or his appointee.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that it is the exclusive right and function of the Employer to hire, promote, demote, classify, transfer, and suspend any employee, and also the right of the Employer to maintain order; and to discipline or discharge any employee for cause provided that a claim by an employee who has acquired seniority, that he has been discharged or disciplined without just cause or a claim that a demotion, promotion, or transfer has been made improperly, may be the subject of a grievance and dealt with as hereinafter provided.
- 5.02 The Union further recognizes the right of the Employer to operate and manage the Albright Manor in all respects in accordance with its commitments and responsibilities, the right to decide on the number of employees needed by the Employer at any time, the right to improve methods and equipment, and jurisdiction over all equipment and employees of the Employer are solely and exclusively the responsibility of the Employer. Generally to operate the Albright Manor in a manner consistent with the obligations of the Employer to the residents.

- 5.03 The Employer has the right to make and alter from time to time rules and regulations to be observed by each employee. It is agreed that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is understood that any new or revised rule or regulation affecting members of the bargaining unit covered by this Agreement, will be discussed with Union Representatives prior to enforcement.
- 5.04 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the rules, or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or in extreme cases dismissal of any employee provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act*, as amended.
- 6.02 The Employer shall have the right to discharge or otherwise discipline any employee who takes part in or instigates any strike, illegal picketing, stoppage or slowdown, but a claim that such discharge or other discipline has been without reasonable cause, may be the subject of a grievance and dealt with under the Grievance Procedure.
- 6.03 Should the Union claim that a cessation of work constitutes a

lockout, it may take the matter up with the Employer as provided for in the Grievance Procedure in Article 9.03.

- 6.04 The Union further agrees that it will not involve the Employer in any dispute which may arise between any other Employer and the employees of such other Employer in relation to the operation of the Manor.

ARTICLE 7 - UNION GRIEVANCE COMMITTEE AND STEWARDS

7.01

- a. The Employer will recognize nine (9) Stewards from each of the following areas of the Manor:

One (1) steward from:

- i. Dietary Department (2)
- ii. Activation Department
- iii. Housekeeping, Laundry and Maintenance (2)
- iv. Nursing Department – Day Shift
- v. Nursing Department – Afternoon Shift
- vi. Nursing Department – Night Shift
- vii. Nursing Department – RPN

In the case a steward cannot be found from one of the specific areas listed above, a steward can be voted in at large from any area of the Manor to make up the total of nine (9) stewards.

- b. The Union will supply the Employer with a list of its representatives and Stewards, which will be properly revised from time to time whenever changes become necessary.
- c. The Employer will recognize a Union Negotiating Committee

of a total of five (5) employees with seniority including representation from the part-time staff, and not more than two (2) staff from a single classification.

7.02 The Employer undertakes to instruct each member of its supervisory staff to cooperate with each Steward in the carrying out of the terms and requirements of the Agreement.

7.03 The Union undertakes to secure from its Officers, Stewards and members, the cooperation of each with the Employer and with all persons representing the Employer in any supervisory capacity.

7.04

a. It is understood that a Steward or a member of the Negotiating Committee will not absent himself from his regular duties unreasonably without the permission of his immediate supervisor, in order to deal with grievances of employees or take part in negotiations whichever is applicable. He shall report to his immediate supervisor when returning to his regular duties. In accordance with this understanding, the Employer will compensate a Steward for time lost in handling grievances of employees, but excluding all arbitration procedures, and a member of the Negotiating Committee for time lost in negotiating the Collective Agreement up to and including conciliation procedures but excluding all arbitration procedures, at the employee's regular rate of pay at straight time only, and this does not apply to time spent on such matters outside of regular working hours.

b. If a member of the Union's negotiating committee is scheduled to work the night shifts immediately preceding

and following a day of negotiations, she shall, where a replacement employee is available, receive paid time off for one of the night shifts.

If the employee can be replaced for either shift, then the employee's preference as to which shift she prefers to be off, shall be granted.

If a member of the Union's negotiating committee is scheduled to work the afternoon shift of a day of negotiations, she shall, where a replacement employee is available, receive paid time off for such shift.

In the event that paid time off cannot be granted for any of the above shifts, the employee shall receive her regular day's pay based upon her regular schedule, for attendance at negotiations. It is understood and agreed that such paid time shall not be considered overtime for the purposes of Article 21 of the Collective Agreement.

- 7.05 A Union Steward will be allowed to wear an identification badge supplied by the Union and approved by the Employer, indicating the department or group for which he is a Steward. Such badge shall be of a compatible appearance with any uniform and shall be worn with a locking device for safety purposes.
- 7.06 All correspondence sent to the Union Stewards pursuant to this Collective Agreement shall be placed into a designated Union mailbox provided by the Employer at the Home.

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE

- 8.01 The parties agree to establish an active Labour-Management.

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- 8.02 The committee shall keep minutes of its meetings and post them in the Home. A copy will be signed and forwarded by the Union's Regional Representative and a delegate of the Home.
- 8.03 The committee shall appoint from among themselves a chairperson and a recording secretary with such positions rotating as agreed upon by the committee.
- 8.04 The committee shall deal with all matters of mutual concern, however, the committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and minimum standards of the Ministry of Health or any other legislation applicable to the parties.
- 8.05 Any bargaining unit employee may refer matters to the committee for consideration. Such referrals shall be in writing to the committee.
- 8.06 The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all instances and circumstances, they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the residents.
- 8.07 The committee shall normally be made up of an equal number (not more than three (3) of each) of non-bargaining unit persons and bargaining unit persons who have completed their probationary period. In addition, the Home's Administrator and a CLAC Representative will be present.
- 8.08 The three (3) representatives attending such meeting shall be

paid for wages lost from regularly scheduled hours. Additional representatives, if required, may attend such meeting but will not be paid.

8.09 Meetings will be held quarterly, or more often, as mutually agreed.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The parties of this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

9.02

a. For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

b. An employee having a complaint shall first discuss it with his immediate supervisor within five (5) days of the actual occurrence, or within five (5) days of when the employee should reasonable be expected to have knowledge of the occurrence of the matter which is subject to the complaint.

c. It is understood that an employee has no grievance until the matter has been referred to his immediate supervisor and an opportunity given to resolve the complaint.

9.03 A grievance of an employee properly arising under this Agreement, shall be resolved and settled as follows:

Step 1

The aggrieved employee shall present her grievance in writing to her immediate supervisor within five (5) days of the time of the discussion as described in Article 9.02 above. She shall have the assistance of her Steward if she so desires. A grievance affecting two or more employees in one Department may be initiated in writing on the signature of the Steward of that Department, provided all employees affected are specified in some manner on the grievance. The grievance shall consist of a statement of facts and the relief sought. If a settlement satisfactory to the employee concerned is not reached within five (5) days (or any longer period which may be mutually agreed upon (in writing)), the next Step in the Grievance Procedure may be taken at any time within five (5) days thereafter.

Step 2

The aggrieved employee may submit his grievance in writing to the Administrator, who shall consider it in the presence of the employee or employees presenting same and the supervisor and render his decision in writing within the time limit allowed. The aggrieved employee shall have the assistance of his Steward, if he so desires.

A Union Representative of the Union will attend such meetings, at the request of either party. Should no settlement satisfactory to the employee be reached within five (5) working days following the meeting, the grievance may be referred to a Board of Arbitration, as provided in Article 10, at any time within a further ten (10) working days thereafter, but not later.

In addition to the referral to arbitration it is understood that

the parties may by mutual agreement refer any grievance to grievance mediation within the ten (10) working day period set out above.

- 9.04 If a final statement of the grievance under Article 9.03 hereof, is not completed within five (5) working days after the date of the meeting referred to in Step 2 above, and if the grievance is one which concerns the interpretation, application, administration, or alleged violation of the Agreement, the grievance may be referred by either party to a Board of Arbitration, as provided in Article 10, at any time within a further ten (10) days thereafter, but not later. A Union or Employer policy grievance may be initiated in writing at Step 2 within the time limits set out in Article 8.05, and shall be processed to arbitration in accordance with the time limits set out in Step 2.
- 9.05 If, at any stage of the Grievance Procedure, a grievance is not submitted or advanced within the time limit provided, or the extension of any time limit agreed upon by the parties in writing, it shall be deemed to be abandoned and settled.
- 9.06 **Policy Grievance**
A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application, or alleged violation of the Agreement shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of the Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby by-

passed.

Where the grievance is a Home grievance it shall be filed with the Union Representative.

ARTICLE 10 - ARBITRATION

- 10.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 9 above, and which has not been settled, will be referred to a Sole Arbitrator. If the parties are not able to agree upon such an Arbitrator within ten (10) working days of the Notice of Arbitration, the Minister of Labour for the Province of Ontario will be requested to appoint an Arbitrator.
- 10.02 Either party may request a Board of Arbitration in which case the Nominee of each party shall be appointed within ten (10) working days of the notice of Arbitration and the nominees of each party shall select a Chairman of the Board of Arbitration.
- 10.03 The Board of Arbitration, or sole arbitrator, shall not have any power to alter or change any of the provisions of his agreement nor to substitute any new provisions for any existing provisions, not to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.04 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses, and the parties will jointly bear the expenses, if any, of the Chairman or of a Sole Arbitrator.

- 10.05 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 10.06 In Articles 9 and 10 “working days” shall not include Saturdays, Sundays or holidays and any period of days may be extended by mutual agreement.

ARTICLE 11 - DISCHARGE CASES

- 11.01 In the event of an employee who has attained seniority being discharged from employment and the employee feeling there has not been reasonable cause for his discharge, the case may be taken up as a grievance.
- 11.02 Each such case shall be taken up within five (5) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon in writing) of the date the employee is notified of her discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that she has been discharged without reasonable cause from her employment, shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within five (5) days after the employee is notified of her discharge or within five (5) days after the employee ceases to work for the Employer, whichever is the earlier. All Steps of the Grievance Procedure prior to Step 2 may be omitted in such cases.
- 11.03 Such special grievances may be settled by confirming the Employer’s action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case

may be.

11.04 An employee, including a probationary employee, subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of a Union Steward.

11.05 Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface (i.e. Residents, family, visitors, volunteers and other staff) where the record will remain on file.

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface (i.e. residents, family, visitors, volunteers and other staff) where the record will remain on file.

ARTICLE 12 - MANAGEMENT GRIEVANCES

12.01 It is understood that the Employer may bring forward at any meeting held with the Union Grievance Committee, any complaint with respect to the conduct of any employee covered by this Agreement, Union members or the Union, its Stewards or Officers and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee following Step 2.

ARTICLE 13 - PROBATIONARY EMPLOYEES

- 13.01 A new employee shall serve as a probationary employee until she has completed a total of four hundred and fifty (450) hours of work. If she is to be retained when she has completed her probationary period, her name shall be placed on the appropriate seniority list and her seniority shall date back to the employee's date of hire. The probationary period may be extended with the written agreement of the probationary employee, the Union and Employer.
- 13.02 A new part-time employee shall serve as a probationary employee until she has completed a total of four hundred and fifty (450) hours of work since the last day of hire. In no case shall a part-time employee's probation extend beyond six months. If she is to be retained when she has completed her probationary period, her name shall be placed on the seniority list, and she shall be credited with four hundred and fifty (450) hours seniority. The probationary period may be extended with the written agreement of the probationary employee, the Union and Employer.
- 13.03 On or before the expiry date of the probation period, the Employer will confirm to the employee the decision:
- a. in writing that she has successfully completed her probation; or
 - b. to terminate her employment.
- 13.04 The purpose of the probation period is to provide an opportunity to determine whether a new employee has the ability and qualities to become a reliable, competent employee. A probationary employee may be terminated at the sole discretion of the Employer and must be supported on a

rational basis.

- 13.05 An employee may be evaluated from time to time with respect to work performance. Employees may comment and these comments will be made part of the employee's file. Performance reviews are not considered to be discipline and are not grievable.
- 13.06 When conducting a review of a probationary employee's performance, the Employer will informally, or formally, as the case may be, solicit input from bargaining unit employees who have worked with the probationary employee. It is understood that this consultation is not a mandatory obligation on the Employer but a recognition that the input of fellow employees in these evaluations may contribute to a full appraisal of new employees' suitability for the work they are expected to perform.

ARTICLE 14 - SENIORITY

- 14.01 Full-time employees' seniority is calculated from their last date of hire, adjusted for leaves of absence for which seniority does not accumulate under this Agreement, and for part-time employees, on their total number of hours worked as per the date of issue of such list.
- a. For full-time employees seniority shall be defined as the length of unbroken service of an employee with the Employer since the date of original hiring, or rehiring following termination, subject to Article 16.
 - b. For part-time employees seniority shall be defined as the number of hours worked by the employee with the

Employer since the date of original hiring, or rehiring following termination, with 1800 hours worked being equivalent to one (1) year of seniority.

14.02 Any complaint or grievance having to do with the interpretation of alleged violation of seniority rules in this Agreement may, after being processed through the Grievance Procedure, be submitted to arbitration, if the parties cannot mutually agree upon settlement.

14.03 Seniority Lists will be brought up-to-date by the Employer as of the end of the last payroll period ending immediately preceding January 1st, April 1st, July 1st and October 1st of each year. The Employer will post such lists and will supply the Union with two (2) copies.

14.04

a. When an employee transfers from full-time to part-time, seniority and service shall be transferred and converted to seniority and service in terms of one (1) year equals eighteen hundred (1800) hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer (e.g. 150 hours worked equals one month).

b. When an employee transfers from part-time to full-time, seniority and service shall be transferred and converted to seniority and service in terms of one (1) year equals eighteen hundred (1800) hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer (e.g. 150 hours worked equals one month).

14.05 An employee shall lose his seniority standing and his name shall be removed from all Seniority Lists and he shall no longer be considered an employee for any of the following reasons:

- a. If the employee voluntarily quits;
- b. If the employee is discharged and not reinstated pursuant to the provisions of this Agreement;
- c. If he fails to notify his Employer of his intention to return to work within five (5) calendar days (Paid Holidays excluded) after being recalled from layoff by notice sent by register mail addressed to the last known address of the employee, and/or if he fails to return to work within eight (8) days of such notification, unless an explanation satisfactory to the Employer is given by the employee, or except in extraordinary circumstances where an employee is absent from his address for good reason. The employee is solely responsible for his proper address being on record with the Employer;
- d. If an employee overstays a leave of absence without furnishing a reason satisfactory to the Employer;
- e. If an employee is absent from work for two (2) consecutive shifts without a satisfactory reason being given;
- f. If an employee is absent from work for more than thirty six (36) months by reason of layoff;
- g. If an employee is absent from work for more than twenty-four (24) months by reason of absence due to disability or illness, or while on WSIB, and there is no reasonable likelihood the employee will return to work within the near future.
- h. Utilizes a leave of absence, including sick leave, for purposes other than those for which the leave was granted by the

Employer.

- i. If a casual employee does not work a shift in forty-five (45) consecutive calendar days unless the employee was on an approved leave of absence.

ARTICLE 15 - JOB POSTINGS AND VACANCIES

- 15.01 In the event that a new job is created or a vacancy occurs, the Employer will post all such original vacancies for a period of five (5) days, excluding Saturdays, Sundays and Paid Holidays, before a new employee is hired, to allow other employees to apply. The Employer will post temporary vacancies anticipated to exceed eight (8) weeks or longer. For information purposes only, the Employer will include the location, expected shifts to be worked, classification, department, starting date of position, status, qualifications required, and anticipated duration for a temporary position, in the original and the secondary posting, however, it is understood that this information is subject to change and provided for elsewhere in this Collective Agreement. Full-time employees may apply for a location transfer on the same shift, in writing, prior to the job being posted at the discretion of the department supervisor.
- 15.02 The vacancy shall be awarded to the senior applicant provided such applicant has the qualifications, experience and ability to perform the job. The Employer reserves the right to hire outside help provided in the opinion of the Employer no applicant is capable of performing the work required. If in the opinion of the Union, the Employer has not considered all the relevant facts, the matter may be subject to the Grievance Procedure as outlined in Article 9 of this Agreement.

Note: For the purposes of the Collective Agreement, HCA and PSW will be seen as equivalent for all current employees as of the date of ratification.

- 15.03 It is agreed that a successful applicant of this job posting procedure shall not be permitted to reapply for another posting within a period of six (6) months from the start date of the position, unless the posting will result in a change of the employee's permanent status, or change the shift on which the employee works.

For temporary full-time positions, an employee may be awarded successive temporary full-time positions, as long as the employee has completed their most recent temporary full-time posting at the time the successive position starts.

- 15.04 Only the original job vacancy and one subsequent job vacancy, which the Employer intends to fill, will be posted. Any further job vacancies arising as a direct result of the original posting may be filled by the Employer.

The Employer will endeavour to complete the job posting selection process within two (2) weeks of the final posting date.

- 15.05 The Employer is free to temporarily fill a vacancy as it sees fit during the posting period and up to the time an appointment is made, and no grievance may be filed concerning such temporary arrangements until a selection has been made. The Employer will give the Union written notice within seven (7) working days of a decision that it intends to postpone or not to fill the vacancy.

- 15.06 A copy of each job posting shall be given to the Department

Union Steward at the time it is posted.

- 15.07 An employee who is awarded a job as a result of a job posting shall be given a trial period of up to four (4) calendar weeks following the transfer is effective. This trial period is not to be misconstrued as a learning period. If during the trial period the employee does not perform the job satisfactorily, or if the employee feels she is not suitable for the job and wishes to return to her former position she shall be returned to her former position without loss of seniority and at her last rate of pay or equivalent of her former position.

Furthermore, other employees who have been promoted or transferred as a result of the original and second vacancies shall be returned back to their former positions without loss of seniority, and at their last rate of pay or equivalent of their former positions. If the position is still available, the Employer will offer the position to the next most qualified senior applicant without further posting.

- 15.08 The Employer will supply job classification descriptions to the Union upon request. It is understood that these job classification descriptions are subject to revision by the Employer from time to time as found necessary for correction or changed content.
- 15.09 Vacancies for less than eight (8) weeks shall not be posted. Such vacancies will be offered to existing senior part-time staff in the same classification as the vacancy, who have indicated a desire in writing for additional hours and/or shifts.
- a. Appointments shall be made on the basis set out in Article 15.02. It is understood and agreed the status of the successful applicant if any shall remain that of a part-time

employee during the filling of the temporary vacancy.

- b. First choice will be given to part-time employees who have the qualifications, experience and ability to perform the job and then in accordance with seniority; and who have submitted their application for temporary, full-time employment to the Employer.
- c. Temporary full-time positions, subject to Article 15.09, will be given to part-time employees on a rotating basis in sixteen (16), eighteen (18), or twenty (20) working day blocks based on the schedule of the vacant employee, following which she is expected to return to her regular job to which she is permanently classified. The list will continuously rotate.
- d. Part-time employees who have submitted their application for temporary full-time positions and who subsequently decline a position when offered will forfeit their opportunity in that rotation.

15.10 Temporary Full-time Employees

- a. Temporary full-time employees are those part-time employees replacing regular full-time employees for a short period of time due to pregnancy/parental leaves, sickness and other leaves of absence of full-time employees. Such temporary full-time employees will continue to be classified as a part-time employee for the purposes of this Collective Agreement.
- b. Students and probationary employees are excluded from applying for temporary full-time positions.

15.11 No new employee will be hired until every laid off employee in

the classification in which there is a vacancy has been recalled, or for any reason is unavailable for such a recall.

- 15.12 An employee will be classified and paid the rate of pay for the job to which she spends the greatest amount of her time. Where a temporary transfer is for a full shift or more the employee shall be paid the greater of her regular rate or the rate for the job.

Where an employee is regularly working in two or more jobs, the employee will be paid for all hours worked at the rate applicable to each job.

- 15.13 Upon successful completion of the trial period, a seniority employee promoted to a higher paying classification shall receive her previous rate of pay or the “start” rate in the new classification, whichever is greater. For a transfer to a lower paying classification, the employee shall receive the corresponding rate according to the employee’s service level. The job service level shall include service on the job she is being transferred from

- 15.14 Employees who are on vacation or maternity leave may indicate in advance their desire to apply for a posting if such a posting should occur during their absence. If the applicant is successful, the Employer shall fill the vacancy temporarily. The employee giving advance notice must get a duplicate of the notice, signed as received by the department head or designate concerned.

15.15

a. **Permanent Reclassification** is where an employee is required to be reclassified to a different job as a result of:

- i. Job posting; or

- ii. A reduction in the work force.

- b. **Temporary Reclassification** is where an employee is reclassified to another job for reasons other than as a result of job posting or a reduction in the work force, for a period to a maximum of twenty (20) working days, following which she is expected to return to her regular job with which she is permanently classified. While temporarily reclassified the employee shall receive the rate of pay of the job to which she is temporarily reclassified, or the rate of her regular classification whichever is higher. Employees will not be temporarily reclassified without their agreement if there are other qualified employees willing to perform the work.

- c. Where a full-time employee regularly relieves a specific higher rated full-time position, then when a temporarily scheduled vacancy occurs such as from maternity leaves, vacations, sickness and leaves of absence then the vacancy will be offered to the full-time employee first over any part-time employee regardless of seniority.

ARTICLE 16 - EFFECT OF ABSENCE

- 16.01 It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.

- 16.02 During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of vacation, salary increment, sick leave or any other benefits under any provisions of this Agreement or elsewhere shall be suspended, the benefits concerned 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 she is participating for the period of the absence, except that:

- a. Service will accrue and the Employer will continue to pay its share of the premiums when an employee is on pregnancy or parental leave, unless the employee gives the Employer written notice that she does not intend to pay her share of the premiums;
- b. Service will accrue and the Employer will continue to pay its share of the premiums for up to one year if an employee's absence is due to a disability resulting in WSIB benefits, unless the employee gives the Employer written notice that she does not intend to pay her share of the premiums;
- c. An employee on authorized leave of absence due to illness or accident shall continue to be eligible for the Welfare Plan for up to twelve (12) months with the Employer continuing to pay its share of the premiums, unless the employee gives the Employer written notice that she does not intend to pay her share of the premiums.

16.03 It is further understood and agreed that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended after thirty (30) continuous calendar days and not further accrue during the period of absence.

16.04 Notwithstanding this provision, seniority shall accrue during pregnancy and parental leave, and for a period of one (1) year if an employee's absence is due to a disability resulting in WSIB

benefits. Notwithstanding this provision, seniority shall accrue during disability as per the *Human Rights Code*. For part-time employees, seniority will be calculated in the same manner as is calculated for maternity/paternity and parental leave.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Personal Leave

- a. An employee may be granted a leave of absence without pay, for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Manor. Except in emergencies, written application for leave of absence must be made at least two (2) weeks in advance of such leave giving the reason for such request. Personal leaves shall not be unreasonably denied.

Employees will not normally receive unpaid personal leaves before all paid leaves have been exhausted.

- b. **Leaves of Absence**

Notwithstanding Article 17.01 a. of the Collective Agreement; an employee may be granted a personal leave of absence without pay, to extend vacation time, understanding the following criteria:

- i. All vacation time has been used.
- ii. The granting of the leave does not cause undue inconvenience to the normal operation of the department or the Manor.
- iii. The leave cannot be granted during peak times such as a traditional summer vacation time and the two (2) week period at Christmas and New Years'.

- iv. Seniority will not accumulate during the time of the leave subject to the effect of absence clause.
- v. The employee shall be held financially responsible for reimbursing Albright Manor for the Employer portion of their benefit package, subject to the effect of absence clause.
- vi. Other employee's scheduled vacation time will not be altered to accommodate a leave of absence.

It was further agreed between the parties that Leaves of Absence without pay to extend vacation time will be viewed as an exceptional circumstance and not as an annual event.

17.02 Pregnancy Leave

Pregnancy and parental leaves shall be provided in accordance with the *Employment Standards Act of Ontario*.

The parties agree that any employee who fills a temporary vacancy as a result of the absence of an employee on a pregnancy or parental leave, shall be returned to their former permanent position upon return of the employee from that leave.

Further, the parties agree that an absence due to a pregnancy or parental leave alone does not constitute an illness and neither the accumulated sick leave plan nor the weekly indemnity plan shall apply.

- a. An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted as provided for in the *Employment Standards Act*.

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 the 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 two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- d. An employee who does not apply for leave of absence under the above provisions and who is otherwise entitled to pregnancy leave shall be granted leave of absence in accordance with the above 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 position 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.
- e. During the period of leave, the Employer shall continue to pay the Employer's portion of those benefits provided to

employees under this Collective Agreement which are included in and prescribed by the *Employment Standards Act*, unless the employee advises the Employer, in writing, that she does not intend to pay her share of the benefits.

- f. An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so 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 leave, and the employee's former position still exists, the employee will be returned to her former position and former shift, if a shift was designated.

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

- g. If the Employer has suspended or discontinues operations during the leave of absence and has not resumed 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 requirements of the *Employment Standards Act*.
- h. Credits for service for the purpose of salary increments, vacations, or any other benefit included in and prescribed under the *Employment Standards Act* shall continue, and seniority shall accumulate, during the leave.
- i. Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided for below. The employee shall give the Employer

at least two (2) weeks' notice, in writing, that she intends to take parental leave.

- j. A Supplemental Employment Benefit Plan shall be implemented for Pregnancy Leave only providing for a fifteen week top-up benefit equivalent to the difference between seventy five (75) percent of the employee's regular weekly earnings and the sum of her weekly Employment Insurance benefits received as a calculation of her earnings under this Collective Agreement.

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 the child or the date the child first came into the care of custody of the employee, shall be entitled to parental leave.
 - b. A "parent" includes the natural mother or father of the child; a person with whom a child is placed for adoption, and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
 - c. Parental leave shall be granted in accordance with the *Employment Standards Act of Ontario*.
 - d. The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
 - e. For the purposes of parental leave, the provisions set out in (e), (f), (g), (h) and (i), above, shall also apply.
- 17.03 An employee who takes other employment during a leave of absence, or otherwise, except for medical reasons agreed to by

the Employer in writing, shall be deemed to have terminated his employment and such a person, if rehired, shall start at the lowest rate for the classification of the work available.

17.04 Union Leave

- a. The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, educational classes or other Union business provided such leave may be arranged without undue inconvenience to the normal operations of the Manor. In making application for leave of absence for Union business, it is understood that the leave of absence shall be for no longer than a three (3) week period and for not more than three (3) employees at one time.
- b. With regard to such leave of absence as in (a) above the Employer will continue to pay the employee his regular wages with normal deductions for such period and will invoice the Union for such gross wages. The Union will reimburse the Employer for such wages paid.

17.05 Jury Duty

When an employee is subpoenaed and reports to Jury Duty or subpoenaed as a Crown Witness, he will be paid the amount by which his daily earning exceeds his daily Jury Duty for each day of Jury service or Witness requirements, provided he gives adequate notice of his summons and presents adequate evidence that the Jury and/or Witness duty was performed by him and that he would have been normally employed by the Employer on the day or days on which he serves. It is understood that witness subpoenas arising out of employment other than with this Employer shall not be included in the conditions of this Article. Allowances for meal and travel

expenses shall not be taken into account when calculating such difference in pay, nor will any compensation received for Jury Duty on a day that the employee was not otherwise scheduled to be at work.

17.06 Bereavement Leave

- a. Upon the death of an employee's spouse (to include common-law or same sex spouse), if such status is previously registered with the Employer in place of any other legally married spouse, child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the date of the funeral.
- b. Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending the day of the funeral.
- c. It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- d. An employee will be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- e. An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she

is receiving payments for holiday pay or vacation pay.

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.

- f. Where it is necessary because of distance, the employee may be provided additional unpaid leave.

17.07 Education 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.

Where employees are so required the Employer shall pay the full cost of tuition fees and books associated with the courses.

- b. If educational upgrading is required by legislation, the Employer agrees to arrange schedules to allow the affected employee to attend the required courses. Further the Employer will endeavour to seek funding from the Ministry to cover the employee's reasonable associated costs.

17.08 Emergency Leave

The parties agree that the employees are entitled to the Emergency Leave as written and as provided in the *Employment Standards Act* as amended.

ARTICLE 18 - BULLETIN BOARDS

- 18.01 The Employer will provide a Bulletin Board for the posting of Union notices. All such notices shall be submitted by the Union to the Administrator for his approval, prior to being posted.

18.02 The Employer's job postings will be posted on a separate bulletin board.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Albright, its employees, and the Union recognize that they are bound to the provisions of Ontario's health and safety legislation as it may be amended from time to time, including the joint committee structure provided for therein. Therefore, the parties undertake to take all reasonable steps to maintain standards of safety and health in the Home which will promote and foster the prevention of injury and illness.

The Employer shall inform its employees, and the Union and the employees shall likewise inform the Employer, of any situation of which the Employer, the employees or the Union have knowledge relating to the employees' work which may endanger the employees' health and safety.

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

ARTICLE 20 - HOURS OF WORK

20.01 It is mutually understood that the statement of the regular hours of work herein is not a guarantee that work will be provided, nor that the hours of work will not be changed as found necessary or desirable by the Employer in the interest of efficiency and/or economy.

20.02

- a. The regular working day for a regular, full-time employee shall consist of seven and one-half (7½) hours exclusive of a lunch period which, except under emergency conditions, shall be a single unpaid period of one-half (½) hour for each such day. If the employee's lunch period is interrupted, she will be allowed to take the remainder of her lunch later in the shift.
- b. The regular working week for a regular full-time employee over a two (2) week cycle shall consist of an average of thirty-seven and one-half (37½) hours with an average of five (5) working days which will be based on the bi-weekly payroll period.
- c. There shall be no scheduled split shifts.

20.03 The Employer shall arrange shifts so that each full-time employee shall have a free weekend every second weekend, unless weekend work is at the request of the employee. Time off shall be arranged as far as possible so as to permit all part-time employees to have an equal number of weekends off. For the purpose of this Article, a weekend is considered to be shifts where the majority of hours worked are on Saturday and Sunday, unless mutually agreed otherwise.

- a. It is agreed that the intent of this Agreement is to provide, as far as possible, a work schedule for each regular full-time employee with an average of five (5) work days in each week and ten (10) work days in each two (2) weeks, with the time off in each week being given, wherever possible, on consecutive days.
- b. Except in the case of emergency (and exclusive of the effect

of an exchange of shifts between two employees for personal convenience), no employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work.

- c. It is further agreed that the arrangement of the work schedules is governed by the efficient operation of the Manor, and by the decision of the Employer as to the number of staff required to be on duty at any one time.

20.04 With regard to unpaid lunch periods:

- a. If an employee works four and one-half (4½) hours or less in any one day, no lunch period will be recognized or taken.
- b. If an employee works five (5) hours or more, a one-half (½) hour lunch period shall be scheduled.
- c. No such lunch period shall be taken until at least two and one-half (2½) hours have been worked by an employee for that day.
- d. An employee is not considered “on call” during such lunch periods and may leave the building provided he punches out and punches in on the time clock and notifies his immediate supervisor in advance that he is leaving the building. (Only one notification required in case of a regular practice.)

20.05 An employee who is absent on account of illness must report to her Department Head before returning to duty. An employee who fails to do so and returns to work and discovers relief help to be on duty in her place must return home until the next scheduled shift. An employee absent from work for any reason, should notify the Employer of illness at least one

(1) hour prior to the commencement of the day shift, and four (4) hours prior to the commencement of the afternoon and night shifts.

20.06 Work schedules for all Union employees shall be posted covering a period of four (4) weeks, at least two (2) weeks in advance.

a. Part time employees will provide their availability two (2) weeks in advance of the posting of the schedule for any additional shifts beyond their master schedule and for call-ins. Employees may be assigned available shifts in accordance with their availability. Availability will be used when making call-ins. Employees who have not indicated they are available may not be offered any additional shifts.

If an employee indicates she is available and does not take a call-in in four (4) weeks, counselling will occur, following which if the employee does not take a call-in in the subsequent two (2) weeks, they will be removed from the call-in list for one (1) month.

b. Full-time and part-time employees requesting a change in their master schedule – a requested day off, a vacation request, float holiday, or a lieu day off in place of a paid holiday – must apply to their supervisor at least one (1) week prior to the posting of the new schedule.

c. Requests made after a schedule has been posted will depend on the operational constraints of the facility, as determined by the Employer. The Employer shall not make changes to the posted work schedules without personally notifying the affected employee in advance. Employees unable to change their personal schedules will not be

disciplined.

- d. Once the new schedule is posted, an employee, who has no unscheduled lieu or float days to which she is eligible; and provides seventy-two (72) hours notice, may request a shift exchange or give-away, subject to operational constraints, as follows:

An employee may exchange shifts with another employee in the same classification provided the exchange of shifts is of equal hours and provided the exchange of shifts is approved in advance by the employee's supervisor, without reasons. Such exchanges shall be limited to two (2) initiated requests per employees per four (4) week schedule, excluding the Christmas period in accordance with Article 28.05.

A full-time employee may request a shift give-away provided the employee finds their own replacement and is approved in advance by the employee's supervisor, without reasons. Such shift give-aways shall be limited to five (5) initiated requests per employee per calendar year. Part-time employees with a master line shall be limited to two (2) per calendar year. Additional days may be granted at management's discretion.

A form will be provided for approval purposes and a copy of the completed form, indicating whether or not the shift exchange or shift give-away is approved will be given to each of the employees affected.

- e. No overtime shall be paid to an employee who works in excess of his regularly scheduled work hours in a two week cycle period as a result of an exchange of shift or giveaway for reasons of personal convenience to either of the two (2)

employees involved.

See also Letter of Understanding #5 related to implementation of PT Master lines in scheduling committee recommendations.

20.07 The order of the shifts shall be Night, Day and Afternoon. The night shift shall be considered to have occurred on the calendar day on which the majority of the hours of the shift are scheduled.

20.08 All employees who are required by the Employer to rotate over two (2) or more shifts, shall receive a shift premium of twenty-eight cents (28¢) for each hour worked on the afternoon or night shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium, and shift premium will not form part of the employee's straight time hourly rate.

20.09 All employees will be paid a weekend premium of fifteen cents (15¢) per hour for all hours worked between the start of the shift commencing on or about 2300 hours on Friday to the end of the shift ending on or about 2300 hours on Sunday.

Effective the first full pay period after the date of the arbitration award, the weekend premium will increase to twenty-five cents (25¢) per hour.

20.10 During the changeover from Daylight Savings Time to Eastern Standard Time or vice-versa, an employee shall be paid for the hours actually worked at straight time wages.

ARTICLE 21 - OVERTIME

21.01 Overtime Pay

Overtime pay is defined as one and one-half times (1½x) the straight time hourly rate and shall be paid under the following conditions:

- a. must be authorized by the supervisor, with the understanding that call-ins constitute such authorization for the employee called in to work;
- b. full-time and part-time employees shall receive overtime pay for all work performed:
 - i. in excess of seven and one-half (7½) hours per day;
 - ii. in excess of seventy-five (75) hours per pay period.

21.02 No period of overtime shall be the cause of paying overtime twice.

21.03 An employee who works overtime shall not be required to take time off in regular hours as a result of such overtime work.

21.04

- a. A full-time employee who is on a regularly scheduled day off and whose current schedule calls for ten (10) days in the pay period is called into work on another employee's shift and
 - i. who received such call at least one hour before regular shift starting time and reports to work at the regular shift starting time, shall be paid for the full shift worked at the rate of time and one-half (1½);
 - ii. who receives such call later than one hour before the regular shift starting time and reports to work within a

further period of one hour shall be paid for the balance of the shift worked plus one (1) hour, to a maximum of a full shift, at the rate of time and one-half (1½);

iii. Where the call-in is requested within one half hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

b. Should an employee who is scheduled to work, report for work late, without prior notification, and another employee has been called in to work in the place of the late reporting employee, the Employer may send the late reporting employee home without pay.

21.05 No nursing staff employee shall be scheduled to work more than two (2) different shifts in one (1) work week without a break of at least sixteen (16) hours, and in the case of a nursing staff employee coming off night shift(s) to another shift, the break shall be at least twenty-four (24) hours unless the employee agrees otherwise.

Employees working in all other departments shall not be scheduled to work more than two (2) different shifts in one (1) work week without a break of at least ten (10) hours.

Notwithstanding the foregoing, employees may be called in provided there is an eight (8) hour break between shifts.

21.06 Call-Ins

a. Employees in the particular classification, excluding employees on modified work, will be called in on a

rotational basis, in order of seniority beginning with part-time employees not working in a temporary full-time position (not in an overtime position) then to those part-time employee working in a temporary full-time position (not in an overtime position), prior to enlisting the services of an employment agency.

- b. For purposes of call-ins a seniority list shall be posted as of the end of the last payroll period ending immediately preceding January 1st, April 1st, July 1st and October 1st of each year. These seniority lists shall be used as the basis for call-ins in each following three month period.
- c. The Employer will post such lists and will supply the Union with two (2) copies.
- d. Once it becomes necessary to work overtime, overtime will be distributed by seniority to those working on the floor when there is less than twenty-four (24) hours prior to the commencement of the overtime shift. When the overtime shift commences later than twenty-four (24) from the start of the overtime shift, it will be distributed by seniority within the classification.
- e. Where the call-in is requested within one half hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- f. Call-ins shall be distributed up to a maximum of two (2) shifts per call-in rotation.
- g. Upon timely request by the employee, the Employer will

provide the employee with call-in status in a timely manner.

- h. Employees who accept a call-in are prohibited from exchanging or giving away the shift(s).
- i. In situations where an employee has been mistakenly missed on a call in, the employee will be offered an in kind available shift on the next newly posted schedule based on their availability.

ARTICLE 22 - REST PERIODS

22.01 Two rest periods per shift of fifteen (15) minutes duration shall be scheduled for each employee; one at about the mid-point of each half shift, without reduction of pay and without increasing the regular working hours.

22.02 A part-time employee shall be granted a fifteen (15) minute rest period for each full three and three-quarter (3¾) hours normally to be worked in any one day. Such rest period to be scheduled about midpoint in such period.

ARTICLE 23 - REPORTING ALLOWANCE

23.01 An employee who is scheduled to work for less than four (4) hours and reports to work shall be guaranteed his regular rate of pay for the scheduled hours if no work is available. An employee who reports for work for which he is scheduled for more than four (4) hours, shall be guaranteed at least four (4) hours' time at his regular rate provided that this shall not apply:

- a. When lack of work is due to a labour dispute or condition beyond the control of the Employer; or

- b. In the case of an employee returning to work after an absence, if the employee has not notified the Employer of his intention to return to work at least twenty four (24) hours in advance, nor if his return to work is not in accordance with instructions.

ARTICLE 24 - CALL-IN PAY

24.01 A regular employee, who, after leaving the Manor, is called back to work outside his regular working hours for other than work which is continuous with the beginning or the ending of his shift, will be paid not less than four (4) hours pay at his straight time rate.

ARTICLE 25 - WAGES

25.01 The Employer agrees to pay and the Union agrees to accept the hourly wage rates set out in the attached Schedule "A" which forms part of this Agreement.

25.02

- a. If the Employer discontinues a classification, or changes the job requirements of a classification, or establishes a new classification, the Employer shall set any new rate and shall notify the Union in writing of the particulars.
- b. The Union, may, within thirty (30) days of such notice, request that such change be discussed at a meeting between Management and the Union Grievance Committee.
- c. If the Union claims the new or revised rate is not appropriate and compatible with the classifications and rate in

Schedule "A" attached hereto, this matter may then be referred to arbitration.

- d. The Board of Arbitration in making an award, shall use no criteria other than the classifications and rates in Schedule "A" attached. The parties agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

25.03 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 underpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) regular 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.

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 arrangement between the employee and the Employer.

ARTICLE 26 - RESPONSIBILITY PAY

26.01

- a. If a registered nurse is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess one-half ($\frac{1}{2}$) shift, the RPN shall receive an allowance of seven dollars and fifty cents (\$7.50) for the shift.

Effective the first full pay period after the date of the arbitration award, the responsibility pay allowance will increase to eight dollars and fifty cents (\$8.50).

- b. If there is neither an RN nor a supervisory employee (or above) who is a registered nurse, in the building, and there is an RPN in the building, the above noted allowance will apply to an RPN who is designated to be in charge of the building.

ARTICLE 27 - STANDBY PAY

27.01 If an employee is required to remain available for duty on standby outside of his normal working hours, the employee shall receive two dollars (\$2.00) per hour for each hour on designated standby. The standby pay will cease if the employee is called into work.

ARTICLE 28 - HOLIDAYS

28.01

- a. The following holidays are recognized by the Employer:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| July 1 | Christmas Day |
| Civic Holiday | Boxing Day |

Full-time Only – In addition to the above, two (2) Individual Floater Holidays to be taken on dates to be arranged at least three (3) weeks prior to the start date of the schedule. The days off will be scheduled with the approval of her

immediate supervisor at least three (3) weeks prior to the start of the schedule in which the employee is requesting the day(s) off. One such floater holiday is to be scheduled in the first half of the fiscal year, and the other is to be scheduled in the second half of the fiscal year. (Note: the Employer's fiscal year, for the purposes of this clause, begins with April 1st and ends with March 31st of the following calendar year).

Each individual float holiday shall be earned in the following manner:

- i. All full-time employees who have completed probation on April 1st of each year will be credited with a float day;
 - ii. All full-time employees who have completed probation on October 1st of each year will be credited with a float day.
- b. A shift that is considered to be one on which a holiday is observed shall be a shift that has the majority of its hours worked on the calendar day on which the holiday is observed.

28.02

- a. An employee on the Seniority List shall receive pay at his rate of earnings times his regularly scheduled daily hours for each holiday recognized by the Employer if:
 - i. the full-time employee works in the fifteen (15) day period in which the holiday is the middle day unless absent on his vacation;
 - ii. the employee works his scheduled shift immediately

preceding and succeeding the holiday unless his absence is the result of personal illness or accident, in which case the Employer may require verification by a medical doctor's certificate as to his illness or accident.

- b. It is understood and agreed that no employee shall receive holiday pay by this means for more than one (1) paid holiday during any one (1) illness, except for Christmas Day, Boxing Day and New Year's Day in which case no employee shall receive pay for more than three (3) holidays.

28.03 The Employer may require an employee to work on a paid holiday.

- a. In such case full-time employees shall receive:
 - i. Her holiday pay plus pay at the rate of time and one half unless the employee notifies her supervisor at least four (4) weeks in advance of the holiday, that she wishes a lieu day off instead of her holiday pay. The Employer will endeavour to respond to the request within seventy two (72) hours.
 - ii. Where an employee selects a lieu day off it must be taken within six (6) months following the holiday on a date mutually agreed between the employee and her supervisor, failing which the day will be paid out. Notwithstanding the six (6) month time period, it is agreed that all lieu days must be used within the fiscal year they are earned or they will be paid out at the end of the fiscal year (March 31st).
 - iii. No payment will be made under Article 28.02 if the employee does not report for work and does not have a

reason satisfactory to the Employer for not so reporting.

iv. Where such a recognized holiday is observed during an employee's vacation period, he shall receive one additional day's vacation with pay as an extension to such vacation period, in lieu of such holiday pay.

b. In such case part-time and casual employees will be paid at the rate of time and one half (1.5x) her regular rate of pay. Effective the first pay period after April 18, 2014: Part-time employees will no longer receive holiday pay under Article 28.

28.04 Holidays as far as practical will be split evenly amongst the employees.

28.05 Employees will be scheduled to work either Christmas Day and Boxing Day or New Year's Eve and New Year's Day, but not on both these holidays. They will be assigned these holidays alternately on a yearly basis, on the following guidelines:

a. Managers will post a draft schedule by October 1st which outlines the proposed Christmas holiday schedule. No employee will be scheduled for more shifts than they are required in their Master Line averaged over the scheduling periods impacting by the holiday period. All available shifts, through this process, will be placed at the bottom of the draft scheduled for staff to pick up.

b. Employees will have until October 15th to request available shifts in part (a) and to submit requests for an exchange of shift and personal days to the schedule as proposed. Such requests will be reviewed in order of seniority, subject to operational requirements. Such requests by employees will

not be unreasonably denied.

- c. In the event no employee submits a request to work on an available shift in part a., the Employer will schedule the least senior employee(s) in the classification to work the available shift(s).
- d. The master schedule for the Christmas holiday season will be posted by November 15th. The only changes from the proposed schedule will be those made by requests submitted. Employees will be allowed to request shift exchanges after the posting of the schedule, subject to operational requirements. Such requests will not be unreasonably denied.
- e. This schedule will be made with the understanding that the master schedule is suspended for a four (4) week period over the holiday season each year. However, no employee will be scheduled for more shifts than they are required in their master line averaged over the scheduling periods impacted by the holiday period without agreeing to do so ahead of time or in situations required under paragraph c. above.

ARTICLE 29 - VACATIONS WITH PAY

29.01 Vacations with pay shall be granted to all employees in accordance with the following schedule:

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| Length of Service (continuous) based on Anniversary Date | Vacation Time Off | Percentage of earnings being accumulated based on Anniversary Date |
|---|------------------------------|---|
| Under 1 yr | 1 week | 4% |
| 1 yr but less than 4 yrs | 2 weeks | 4% |
| 4 yrs but less than 8 yrs | 3 weeks | 6% |
| 8 yrs but less than 15 yrs | 4 weeks | 8% |
| 15 yrs but less than 24 yrs | 5 weeks | 10% |
| 24 yrs but less than 28 yrs | 6 weeks | 12% |
| 28 years and over | 7 weeks | 14% |

Part-time employees receive vacation pay based on eighteen hundred (1800) hours worked equals one (1) year.

Effective the start of the 2018 vacation year: 6 weeks after 22 years.

29.02 Vacation time may be scheduled anytime in the fiscal year of April 1st to March 31st. Seniority shall become a factor where the vacation time becomes a question between two or more employees. The final right to determine vacation time is vested in the Employer to ensure the efficient operation of the Manor.

The mechanics of vacation scheduling shall operate within the following guidelines:

- a. A maximum of three (3) blocks per person during the summer vacation window of June 20th to September 10th (one block equals one seven calendar day week).
- b. Vacation will not normally be granted between December 15th to January 5th.
- c. Ten (10) single days (prorated for employees who are

regularly scheduled less than seventy-five (75) hours in a bi-weekly period) used at any time provided there is enough relief staff available.

- d. Vacation day requests made after the March 1st date shall be done on a first come first serve basis.

The Employer agrees that the mechanics of scheduling vacations during the Christmas/New Year's period will be discussed at a Union/Management meeting, if so requested by the Union.

29.03

- a. Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date within the fiscal year.
- b. Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date within the fiscal year.

29.04 Vacations are not cumulative from year to year and all vacations must be taken by no later than March 31st for that year. However, employees shall not take vacations from two years continuously unless by consent of the Employer and the employee.

29.05 Employees will be provided the option to defer for payment throughout the year or receive a payout at the beginning of each vacation pay year as follows:

- a. Vacation pay is calculated at 4%, 6%, 8%, 10% or 12% of the employee's gross earnings for the period April 1st to March 31st of the year prior. Vacation pay will be paid on a separate cheque on the first pay period following April 30th. All normal deductions made from an employee's pay shall be made from vacation pay.
- b. Where deferral of vacation pay is elected by the employee, deferral applies to the full amount of vacation pay and no vacation pay will be paid out in a lump sum amount on the first pay period following April 30th.
- c. Unless an employee has elected the lump sum payment of vacation pay in the first pay period following April 30th, as provided for in Article 29.05(a), when an individual vacation day or individual vacation days is/are taken in a pay period, the employee shall receive the appropriate vacation payment for such day or days as part of the pay for such pay period.

29.06 All newly hired part-time employees, after March 4, 2014, will receive vacation pay in accordance with the appropriate percentage in Article 29.01 based on their regular bi-weekly pay. All existing part-time employees can make a one-time election to remain with the current process or to move to vacation on each bi-weekly cheque.

Full-time employees and part-time employees who remain with the existing vacation pay process will continue to receive vacation pay in accordance with Articles 29.05 and 29.10.

Where a part-time/casual employee is awarded a full-time posting, in accordance with the collective agreement, and they were receiving their vacation monies on their bi-weekly pay deposit, this will cease to happen. From this time forward, all vacation monies earned will be deposited into a bank to accrue monies for the following vacation year. During the transition year, such employees will be entitled to vacation time earned as per Article 29.01, but not monies.

A part-time employee may forego any vacation time entitlement earned in excess of the *Employment Standards Act*.

- 29.07 When an employee has terminated his employment with the Employer before completing his vacation fiscal year, he will be entitled to receive a pro rata vacation payment in lieu of vacation with pay, calculated under the terms of this Article.
- 29.08 Where specifically requested in advance during the vacation posting period of February 1st, to March 1st, the Employer will schedule a Saturday off immediately prior to the commencement of the vacation and a Sunday off immediately following the end of the vacation, provided the employee accepts split days off on his days off just prior to and following his vacation.
- 29.09 By February 1st, each department shall post a list of employees indicating the length of vacation time entitlement. Each employee shall indicate on this list by March 1st, their time preference. The Department Head shall then set the vacation period and post the final vacation schedule by April 1st. After the finalized vacation schedule is posted the Department Head or the employee shall not alter the vacation period unless by

mutual consent.

- 29.10 For purposes of vacation pay in this Article, the definition of “gross earnings” shall be interpreted to mean: Any monies paid directly to an employee by the Employer for hours worked and paid and not worked but paid for by the Employer to the employee, within the vacation year.
- 29.11 At the time the vacation schedule is posted, the Employer will also distribute a form for lieu day requests. It is understood that individual day requests, individual vacation days and leaves of absence will not take precedence over full weeks of scheduled vacation. The Employer will ensure the posted vacation schedule reflects all changes.

ARTICLE 30 - HEALTH AND INSURANCE BENEFITS

- 30.01 Subject to the provisions of the balance of this Article, the Employer agrees to make contributions to the following Welfare Plans:
- a. **Life Insurance**
(Mandatory for all full-time employees)
\$30,000 Effective as soon as possible
 - b. **Accidental Death and Dismemberment Insurance**
(Mandatory for all regular employees)
Each employee - \$12,000 effective as soon as possible.
 - c. **Extended Health Care Plan**
Supplementary Expense Benefits, drugs, nursing, local ambulance service, eye glasses, hearing aid, etc.
(Mandatory for all regular employees; and with

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“dependants” for the purpose of this Sub-section according to the employee’s income tax TD1 form on file.)

| | |
|---|---------|
| Deductible: Employee with no Dependants | \$10.00 |
| Employee with Dependants | \$20.00 |

| | |
|---|--------|
| Dispensing Fee Cap | \$7.50 |
| Effective January 1, 2019, increase to \$8.50 | |

| | |
|---|--------------------|
| Vision Care | \$200.00/24 months |
| Effective October 1, 2017 – increase to \$300.00/24 months (includes eye exam). | |

Chiropractic – covered after \$10 deductible per visit for the first 15 visits.

Out-of-Country – coverage will provide up to thirty (30) days of absence.

Effective January 1, 2019 – dental coverage at 50% Employer paid premium, equivalent to Blue Cross #9 Plan with a 1-year ODA lag with \$1000 cap per insured.

Note: Where dependent coverage is provided for, such dependents shall include a common-law or same sex spouse if such status is previously registered with the Employer in place of any other legally married spouse.

- d. Part-time employees who transfer to the full-time bargaining unit shall be eligible for benefits within thirty (30) calendar days. In no case shall a part-time employee, who is transferred to a full-time position, be without either in-lieu benefits or benefits.
- e. The drug plan requires generic substitution for drugs

covered by the plan unless otherwise prescribed by the employee's doctor.

30.02 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all 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. Full-time employees, upon completion of the probationary period, will accumulate sick leave credits at the rate of seven and one-half (7½) hours (1 credit) for each period of one hundred and sixty-two and one-half (162½) hours paid, to a maximum of one hundred and five (105) hours (14 credits). Providing credits are available, employees will be paid one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness. Available sick banks will be updated at the completion of each payroll process.
- c. The employee shall apply for E.I. sick leave for weeks three (3) through seventeen (17) of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two-thirds percent (66⅔%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two-thirds percent (66⅔%) of her straight time wages for weeks three (3) through seventeen (17) of any personal illness or injury but shall not be eligible for benefits under Article 30.02 d. below.
- d. The Employer will pay one hundred percent (100%) of the

billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks eighteen (18) through thirty-five (35) of such illness or injury. Payment under weekly indemnity will be sixty-six and two-thirds percent (66⅔%) of scheduled straight-time wages lost.

This benefit provides for weekly income to an employee unable to work because of accident or disability not covered by any *Workers' Compensation Act*, provided such employee is under the care of a duly licensed physician or surgeon.

Weekly Indemnity cheques will be mailed by the carrier directly to the employee's home, it being understood and agreed that this will require the Employer to provide the home addresses of all employees to the carrier.

30.03 The Employer shall pay for each participating employee, who has completed the probationary period, one hundred percent (100%) of his cost of the Welfare Plan except that:

- a. An employee laid off or terminated shall cease to qualify for the above benefits at the end of the calendar month in which he is laid off or terminated; however, where a layoff is of a temporary nature, the person laid off may continue under the Plan by paying the total monthly cost to the Employer by the fifteenth day of each month if so arranged with the Employer.
- b. Where an employee is participating in a reduced work week, in accordance with Letter of Understanding #2. In such situations, the Employer will pay a pro-rated share in relation to a thirty-seven and one-half (37½) hour work week, with the employee being responsible for the

remainder.

- 30.04 Participation for eligible employees shall be compulsory to the extent there is no unnecessary duplication of coverage.
- 30.05 The terms of the policies and the rules and requirements of the various carriers of the Welfare Plan shall govern, provided that if an employee is not satisfied with an insurance carrier's decision involving a medical matter he may by written notice to the Employer within ten (10) days of such decision notify the Employer of his desire to have the decision reviewed by a neutral medical doctor, a specialist in the field in question, who shall be agreed on by the carrier's and the employee's doctors and failing such agreement, appointed by the President of the Lincoln County Academy of Medicine.

Such specialist shall be supplied with the two opinions in dispute, shall then make his own examination, assess all available facts, and issue a written decision on the case in question. Such decision shall be final and binding on the employee involved, the Union and the insurance carrier. The insurance carrier and the employee shall each pay one half of the cost of such specialist for the above services.

- 30.06 The Home may at any time substitute another carrier for any plan provided that the benefits provided thereby are substantially the same or better. The Employer will notify the Union if it intends to change insurance carriers.
- 30.07 Where the Carrier allows conversion to individual/family coverage on termination of employment, the Employer shall ensure that all employees are provided with material describing the conversion option. It is expressly understood, however, that any conversion arrangements are strictly

between the Carrier and the employee concerned, and the Employer shall not bear any cost as a result of such conversion arrangements. For the purposes of this Article “termination” means early retirement, quit, fired or transferred from full-time to part-time.

30.08 Workplace Safety and Insurance Board (WSIB)

An employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim of WSIB for a period longer than one complete pay period, may apply to the Insurance Carrier for payment equivalent to the lesser of the benefit she would receive from Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer that any payments will be refunded to the Insurance Carrier following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

30.09 Allowance In Lieu Of Benefits

An allowance of one dollar and thirty cents (\$1.30) per hour worked, in lieu of benefits (Welfare Plan and Paid Holidays), shall be paid to each part-time employee, excluding Students, effective the first payroll period after April 18, 2014. This is mandatory. In addition to the one dollar and thirty cents (\$1.30) per hour worked, it is recognized that the Employer also:

Pays the Employer health tax for part-time employees;

Makes a contribution on behalf of each part-time employee participating in the Pension Plan as per Article 32.03.

Effective January 1, 2019 – increase allowance in-lieu of benefits to one dollar and thirty-five cents (\$1.35) per hour worked.

30.10 Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

31.01a. – reduce life insurance by fifty percent (50%).

30.01e. – Extended health and vision care (it is agreed the ODB will be first payer of all prescription drugs covered under the Plan, unless prohibited by legislation).

30.02b. – First two (2) weeks of the short term sick leave.

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive the in-lieu to part-time employees as set out in Article 30.09 and not be eligible for the benefits above.

Where legislation or the Pension Plan prohibits an employee from contributing to such a Plan because of age, an amount equivalent to the deductions in Article 32.02 will be paid to the employee on each paycheque. This payment in-lieu will not be less than what the employee would have received if she were still contributing to the Pension or Group Retirement Plan.

ARTICLE 31 - DUPLICATION OF PAY

31.01

- a. For the same period of time, an employee shall not receive payments:
 - i. under more than one provision of this Agreement except for shift premium and overtime; and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment for such holiday; nor
 - ii. for a recognized holiday, nor all or part of a vacation period or bereavement leave under a provision of this Agreement and from an outside source to which the Employer makes direct contributions such as WSIB, Employment Insurance, etc.
- b. In the event of a situation where duplicate payment under sub-section (a) above might be in question, the Employer shall make up the payment applicable if need be, so that the employee receives the more favourable treatment.

ARTICLE 32 - PENSION PLAN AND NORMAL RETIREMENT

32.01 An employee who takes early retirement shall have the option of maintaining her life insurance coverage, it being understood that the employee will bear the full costs and that the entitlement to coverage is strictly a matter between the employee and the carrier.

32.02 Pension Plan

The employee's contributions shall be four percent (4%) of earnings and the Employer's contributions shall be four

percent (4%) of earnings.

- 32.03 Part-time employees shall be eligible to join the Standard Life Pension Plan in accordance with the Plan's terms and conditions regarding the participation of part-time employees. The Employer's pension contribution shall be four percent (4%) of each participating employee's earnings, and the participating employee contribution shall be four percent (4%) of earnings.

ARTICLE 33 - PRINTING OF AGREEMENTS

- 33.01 The Employer agrees to share the cost equally with the Union of off-set printing this Agreement in booklet form provided the Union types the Agreement in the size necessary for such off-set printing.

ARTICLE 34 - MEDICAL EXAMINATION

- 34.01 In the event the Home or legislation requires an employee to undergo an annual medical examination, the employee will be given one (1) hour paid time off to see her physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.
- 34.02 An employee who is required to have a medical examination and/or produces a doctor's certificate pursuant to this Agreement or Provincial legislation, shall be reimbursed by the Employer for such expense upon producing a proper receipt.

ARTICLE 35 - CONTRACTING OUT OF SERVICES

- 35.01 The Manor shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.
- 35.02 Prior to enlisting the services of an employment agency, the Home will contact bargaining unit members who would normally perform the duties in question.

ARTICLE 36 - BARGAINING UNIT WORK

- 36.01 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.
- 36.02 **Full-time/Part-time Ratio**
So long as a full-time position exists, there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

ARTICLE 37 - LAYOFF AND RECALL

- 37.01 Unless situations exist which are beyond the Employer's control, there shall be at least three (3) months' notice to the

Union in the event of a proposed layoff of a permanent or long term nature (long term being in excess of eight (8) weeks).

Where it is impossible to provide such notice, the Home shall give the Union notice immediately upon making the decision that there is to be a layoff

37.02 Unless situations exist which are beyond the Employer's control, in the event of a layoff of a permanent or long term nature (long term being in excess of eight (8) weeks), the Employer will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Where it is impossible to provide such notice the Home shall give affected employees notice immediately upon making the decision that there is to be a layoff, the minimum notice being that required by the *Employment Standards Act*. Employees with twelve (12) months service or less will be entitled to notice in accordance with the provisions of the *Employment Standards Act*.

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff or a permanent or long term nature as set out above, the Home shall meet with the Union through the Labour/Management Committee to review the following:

a. The reason causing the layoff;

- b. The service the Home will undertake after the layoff;
- c. The method of implementation, including the areas of cutback and the employees to be laid off.

37.03 In all other cases of layoff, the Home shall give each employee in the bargaining unit who has acquired seniority one week's notice provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

37.04 In the event of a layoff, the Home shall lay off employees in the reverse order of their seniority within their classification; providing that there remain on the job employees who then have the ability to perform the work.

37.05 An employee who is subject to layoff shall have the right to either:

- a. Accept the layoff; or
- b. Displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the classification without training other than orientation. Such employee so displaced shall be laid off subject to his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Home representative within forty eight (48) hours (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

37.06 Recall Rights

An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been complete. In determining the ability of such employee to perform the work, the Home shall not act in an arbitrary or unfair manner.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

37.07 An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within twelve (12) months of being recalled.

37.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Home of their intention to do so, in accordance with 37.09 below, or have been found unable to perform the work available.

37.09 It is the sole responsibility of the employee who has been laid off to notify the Home of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Home (which notification shall be deemed to have been received on the

second day following the date of mailing) and to return to work within ten (10) working days after being notified. 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 to work. The employee is solely responsible for his proper address being on record with the Home.

37.10 Where the employee fails to notify the Home to return to work in accordance with the provisions of Article 37.09, the employee shall lose all seniority and be deemed to have quit the employ of the Home.

37.11 In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

37.12 In the event of a layoff, provided the employee deposits with the Home her share of insured benefit costs for the succeeding month (except for weekly indemnity for which laid off employees are not eligible), the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in which the layoff occurs, or until the employee is recalled or is employed elsewhere, whichever occurs first.

37.13 Severance pay shall be in accordance with the provisions of the *Employment Standards Act*.

ARTICLE 38 - UNIFORM ALLOWANCE

38.01 The Employer agrees to pay a uniform allowance of seven cents (7¢) for each hour worked. This allowance is provided for the

cleaning, laundering and repair of the uniform as a non-taxable benefit. The individual employee is responsible for the purchase of the uniform(s) as required by the Employer and their periodic replacement.

ARTICLE 39 - HARASSMENT LANGUAGE

39.01 So long as similar legislation exists, the points b. through e. inclusive are for informational purposes only.

Harassment Policy

- a. The Union and the Employer agree to abide by the *Ontario Human Rights Code*.
- b. "Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known unwelcome." Ref. *Ontario Human Rights Code*, Sec.10(1)
- c. 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, record of offences, marital status, same-sex partnership status, family status or handicap. Ref. *Ontario Human Rights Code*, Sec 5(2).
- d. Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer's agent of the Employer or by another employee. Ref. *Ontario Human Rights Code*, Sec 7(2).
- e. The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

- f. An employee who believes that she has been harassed, contrary to this provision shall follow the process set out in the Grievance and Arbitration procedures in Articles 8 and 9 of the Collective Agreement prior to filing a complaint with the *Ontario Human Rights Code*.

ARTICLE 40 - DURATION, EFFECTIVE DATES AND TERMINATION

40.01 This Agreement shall become effective January 1, 2016, such Agreement shall remain in effect until and including December 31, 2019, and thereafter shall continue in effect from year to year, unless either party gives written notice to bargain within the last ninety (90) days of the Collective Agreement to the other party that it desires revisions, modifications or termination thereof.

ARTICLE 41 - RETROACTIVITY PAY

41.01 Retroactivity shall apply to all hours paid since the end date of the current collective agreement. All other matters shall be effective on the date of the Arbitrator's award, or ratification date, unless otherwise specified.

Employees who have terminated their employment shall be given notice of their entitlement by registered mail at their address last shown in the Employer's records. The employee shall have sixty (60) days from the date of the mailing of the notice within which to claim retroactive payment. Such claim is to be made in person or by registered mail. Failure to make such claim within the above referenced time period will disentitle the employee to any further claim.

Retroactivity shall be provided on a separate cheque, and

every effort will be made to pay retroactivity to employees on staff within three (3) pay periods from date of the Arbitration Award.

ARTICLE 42 - GENERAL

42.01 Education and Assistance Fund

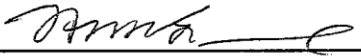
The Employer shall monthly remit to the Union, together with the remittance of union dues, two cents (2¢) per hour worked for each employee in the Union's bargaining unit. The remittance will show the number of hours worked by each employee in the month in question.

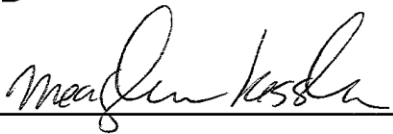
Upon written request, the Union will provide an annual report detailing the employees who have participated in the training and the details of the type of training provided to each employee.

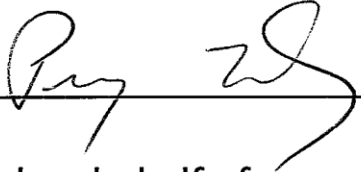
ALBRIGHT GARDENS HOMES INCORPORATED
COLLECTIVE AGREEMENT Expires: December 31, 2019

DATED at Grimsby, ON, this 28th day of August 2017.

Signed on behalf of
ALBRIGHT GARDENS HOMES INCORPORATED

Per 

Per 

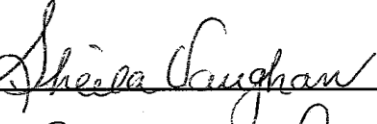
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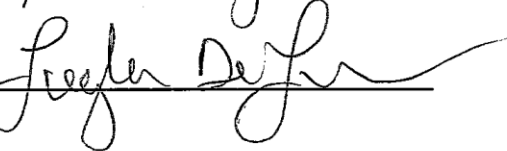
Signed on behalf of
NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302

Per 

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ALBRIGHT GARDENS HOMES INCORPORATED
COLLECTIVE AGREEMENT Expires: December 31, 2019

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

| Classification | | Current | 01-Jan-16 | 01-Jan-17 | 01-Jan-18 | 01-Jan-19 |
|--|---------|----------------|------------------|------------------|------------------|------------------|
| RPN | Start | 23.77 | 24.08 | 24.42 | 24.96 | 25.41 |
| | 1 Year | 24.17 | 24.48 | 24.82 | 25.37 | 25.83 |
| | 2 Years | 24.79 | 25.11 | 25.46 | 26.02 | 26.49 |
| | 3 Years | 25.28 | 25.61 | 25.97 | 26.54 | 27.01 |
| | 4 Years | 25.54 | 25.87 | 26.23 | 26.80 | 27.28 |
| HCA/PSW | Start | 18.59 | 18.84 | 19.10 | 19.37 | 19.64 |
| | 1 Year | 18.99 | 19.24 | 19.51 | 19.78 | 20.06 |
| | 2 Years | 19.46 | 19.71 | 19.99 | 20.27 | 20.55 |
| | 3 Years | 20.03 | 20.29 | 20.57 | 20.86 | 21.15 |
| | 4 Years | 20.23 | 20.49 | 20.78 | 21.07 | 21.36 |
| Therapeutic Recreationist | Start | 19.11 | 19.36 | 19.63 | 19.91 | 20.19 |
| | 1 Year | 19.36 | 19.61 | 19.88 | 20.16 | 20.44 |
| | 2 Years | 19.78 | 20.04 | 20.32 | 20.61 | 20.89 |
| | 3 Years | 20.33 | 20.60 | 20.88 | 21.18 | 21.47 |
| | 4 Years | 20.53 | 20.80 | 21.09 | 21.39 | 21.68 |
| Custodian/ Lead Hand* | Start | 18.85 | 19.09 | 19.36 | 19.63 | 19.91 |
| | 1 Year | 19.10 | 19.35 | 19.62 | 19.90 | 20.18 |
| | 2 Years | 19.54 | 19.79 | 20.07 | 20.35 | 20.64 |
| | 3 Years | 19.99 | 20.25 | 20.53 | 20.82 | 21.11 |
| | 4 Years | 20.19 | 20.45 | 20.74 | 21.03 | 21.32 |
| Housekeeping Laundry Dietary Aides | Start | 17.59 | 17.82 | 18.07 | 18.32 | 18.58 |
| | 1 Year | 17.85 | 18.09 | 18.34 | 18.60 | 18.86 |
| | 2 Years | 18.28 | 18.52 | 18.78 | 19.04 | 19.31 |
| | 3 Years | 18.74 | 18.98 | 19.25 | 19.52 | 19.79 |
| | 4 Years | 18.94 | 19.19 | 19.46 | 19.83 | 20.21 |
| Night Helper Maintenance Helper Baker Special Diet Cook | Start | 18.85 | 19.09 | 19.36 | 19.63 | 19.91 |
| | 1 Year | 19.06 | 19.31 | 19.58 | 19.85 | 20.13 |
| | 2 Years | 19.61 | 19.87 | 20.14 | 20.43 | 20.71 |
| | 3 Years | 20.03 | 20.29 | 20.57 | 20.86 | 21.15 |
| | 4 Years | 20.23 | 20.49 | 20.78 | 21.07 | 21.36 |

ALBRIGHT GARDENS HOMES INCORPORATED
COLLECTIVE AGREEMENT Expires: December 31, 2019

| | | | | | | |
|-----------------------|---------|-------|-------|-------|-------|-------|
| Cook I | Start | 20.89 | 21.16 | 21.46 | 21.76 | 22.06 |
| | 1 Year | 21.19 | 21.47 | 21.77 | 22.08 | 22.38 |
| | 2 Years | 21.67 | 21.95 | 22.26 | 22.57 | 22.89 |
| | 3 Years | 22.01 | 22.29 | 22.60 | 22.92 | 23.24 |
| | 4 Years | 22.21 | 22.50 | 22.81 | 23.13 | 23.45 |
| Cook II | Start | 19.12 | 19.37 | 19.64 | 19.92 | 20.20 |
| | 1 Year | 19.33 | 19.58 | 19.85 | 20.13 | 20.41 |
| | 2 Years | 19.88 | 20.14 | 20.42 | 20.71 | 21.00 |
| | 3 Years | 20.30 | 20.56 | 20.85 | 21.14 | 21.44 |
| | 4 Years | 20.50 | 20.77 | 21.06 | 21.35 | 21.65 |
| Journeyman | Start | 23.89 | 24.20 | 24.54 | 24.89 | 25.24 |
| | 1 Year | 24.27 | 24.58 | 24.93 | 25.28 | 25.63 |
| | 2 Years | 24.68 | 25.01 | 25.36 | 25.71 | 26.07 |
| | 3 Years | 25.19 | 25.52 | 25.88 | 26.24 | 26.61 |
| | 4 Years | 25.39 | 25.72 | 26.08 | 26.45 | 26.82 |
| Maintenance I | Start | 20.88 | 21.15 | 21.45 | 21.75 | 22.05 |
| | 1 Year | 21.19 | 21.47 | 21.77 | 22.08 | 22.38 |
| | 2 Years | 21.67 | 21.95 | 22.26 | 22.57 | 22.89 |
| | 3 Years | 22.10 | 22.38 | 22.70 | 23.02 | 23.34 |
| | 4 Years | 22.30 | 22.59 | 22.90 | 23.23 | 23.55 |
| Maintenance II | Start | 19.04 | 19.29 | 19.56 | 19.83 | 20.11 |
| | 1 Year | 19.43 | 19.68 | 19.96 | 20.24 | 20.52 |
| | 2 Years | 19.78 | 20.04 | 20.32 | 20.61 | 20.89 |
| | 3 Years | 20.35 | 20.62 | 20.90 | 21.20 | 21.49 |
| | 4 Years | 20.55 | 20.82 | 21.11 | 21.41 | 21.71 |

* Note: As per the Letter of Agreement signed March 13, 2002, the Custodian/Lead Hand position(s) will be reclassified as a Housekeeping Aide upon such time as the individuals currently in the position are no longer in the position. The obligation of the Employer to fill these positions when vacant is at the discretion of the Employer as per the Collective Agreement.

Effective October 1, 2017, all employees who have obtained their Food Service Worker's (FSW) Certification shall be paid a premium of ten cents (10¢) per hour.

LETTER OF UNDERSTANDING #1

Between

ALBRIGHT GARDENS HOMES INCORPORATED

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

LIEU DAYS

The parties agree that for those current part time employees (as at April 23, 2014) who are regularly scheduled to work short shifts, five days per week, they will be eligible to receive an unpaid day off (day to be mutually agreed between the employee and the Supervisor) when they work on a statutory holiday listed under Article 28.01a.

Any employee transferring in to any one of these regularly scheduled part time shifts, will not be eligible for the unpaid lieu day when working on a statutory holiday.

LETTER OF UNDERSTANDING #2

Between

ALBRIGHT GARDENS HOMES INCORPORATED

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

REDUCED FULL-TIME WORK

Where the employee and the Employer mutually agree, an employee may work eight (8) or nine (9) shifts on a bi-weekly basis. It is understood that the compensation (paid holidays, benefit premiums) will be pro-rated in relation to a thirty-seven and one-half (37½) hour work week. It is understood that any such arrangement is specific to the employee only and not the position.

LETTER OF UNDERSTANDING #3

Between

ALBRIGHT GARDENS HOMES INCORPORATED

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

CMI RESULTS

Recognizing the shared objectives of Albright, its employees and the Union to provide the best possible quality of care, Albright agrees to call a meeting of the Labour/Management Committee as soon as possible following Albright's receipt of its CMI results. The purpose of such meeting will be to discuss the impact of any CMI changes on the staffing of the Home, and to provide the Union and other committee members with an opportunity to make representation in that regard.

LETTER OF UNDERSTANDING #4

Between

ALBRIGHT GARDENS HOMES INCORPORATED

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

STUDENT PROVISION

The term “student” contained in Article 2.01 refers to employees of less than 22 years of age (has not reached his 22nd birthday), who were enrolled full-time in a secondary educational institution at the time of hiring.

Any employee under the age of 22 (has not reached his 22nd birthday), who returns to a full-time course of education, shall be considered a student thereafter and therefore will lose the payment in lieu of benefits.

Students are classified as part-time or casual. If a student works throughout the school year and has scheduled shifts, then they are considered part-time for the purposes of allocating the number of shifts across the part-time compliment. The parties agree that casual students may become part-time employees during the summer period if needed to help fill the compliment of staff. During other school break periods, these students will continue to be considered casual employees.

Reduced student rate (newly hired students) - \$1.00

LETTER OF UNDERSTANDING #5

Between

ALBRIGHT GARDENS HOMES INCORPORATED

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

PART-TIME LINES

The parties agree that at such time as a new Collective Agreement is reached, they will meet to establish the process for implementation of part-time lines.

1. Permanent part-time lines will be established to complement existing full-time lines.
 - a. There are some departments that will have more PT lines than FT lines and lines that do not complement the full-time lines.
2. “Temporary part-time lines” (TPT) will consist of dropped shifts from reduced work weeks.
3. At the time of implementation, requests for reduced work weeks will be considered on the following basis:
 - a. The requested dropped shifts will be posted as a TPT.

- b. The successful applicant will be awarded the TPT in accordance with the Job Posting provisions of the Collective Agreement.
 - c. If there is no successful applicant, the dropped shifts will be returned to the line, and a request for reduced work week will not be granted.
 - d. Requests for reduced work weeks will be renewed annually on April 1st.
 - e. Employees who are currently in a reduced work week at the time of implementation will not have to annually renew their request, and will not be returned to a ten (10) day work week. The parties will make every effort to fill their dropped shifts.
4. In the housekeeping department, it is understood that Letter of Understanding #6 will affect how part-time lines are established.
5. The parties agree that further additions may be made to this Letter of Understanding in order to facilitate and clarify the process of establishing part-time lines.

LETTER OF UNDERSTANDING #6

Between

ALBRIGHT GARDENS HOMES INCORPORATED

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

HOUSEKEEPING/LAUNDRY – WORKING WEEKENDS

Those employees currently employed in the housekeeping/laundry department that currently do not work weekends, shall continue the privilege of weekends off.

Where any change occurs to the employee's current position which is not of their own choosing, the employee shall maintain the privilege contained in this Letter of Understanding.

For clarification, it is understood that employee applications to job postings are of the employee's own choosing.

LETTERS OF UNDERSTANDING – SIGNING PAGE


Between
ALBRIGHT GARDENS HOMES INCORPORATED

and
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

The parties agree to abide by the six (6) Letters of Understanding contained herein.

DATED at Grimsby, ON, this 28th day of August 2017.

Signed on behalf of
ALBRIGHT GARDENS HOMES INCORPORATED

Per 

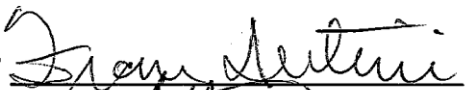
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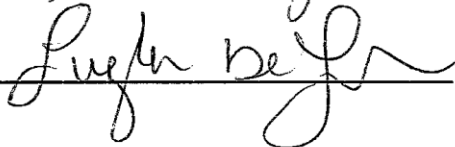
Signed on behalf of
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

Per 

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