

COLLECTIVE AGREEMENT

Between

ROBERTA PLACE (NURSING HOME)

and

**HEALTH CARE AND SERVICE WORKERS
UNION LOCAL 304, CLAC**

DECEMBER 16, 2014 – DECEMBER 15, 2016

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COLLECTIVE AGREEMENT

Between

**ROBERTA PLACE (NURSING HOME)
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

December 16, 2014 – December 15, 2016

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, 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 within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Roberta Place (a division of Barrie Long Term Care Centre Inc.) employed in its Nursing Home at 503 Essa Road in the city of Barrie, Ontario, save and except supervisors, persons above the rank of supervisor, office and clerical staff, registered and graduate nurses, and laundry, dietary, housekeeping and maintenance staff.

- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.
- 2.05 Any reference to doctor will include, where appropriate, nurse practitioner.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. Without limiting the generality of the forgoing it is the exclusive function of the Employer:
- a. to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Home;
 - b. to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, provided that they shall not be inconsistent with the provisions of this Agreement;
 - c. to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of

- classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion of the Employer;
- d. to have the right to plan, direct and control the work of the employees and the operations of the Home. This includes the right to introduce new improved methods, facilities, equipment, and to control the amount of supervision necessary, the planning or splitting up of departments, work schedules, and the increase or reduction of personnel in a particular area or overall.
 - e. The Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment the Union will be advised by providing a copy of such policy to a Union Steward or through the Labour Management Committee.

ARTICLE 4 - DEFINITIONS

- 4.01 A full-time employee means an employee in the bargaining unit who is employed on a regular basis for over twenty-two and one half (22 ½) hours per week.
- 4.02 A part-time employee means an employee in the bargaining unit who is employed on a regular basis for twenty-two and one half (22 ½) hours or less per week.
- 4.03 Where the feminine pronoun is used in this Agreement it shall mean and include the masculine pronoun where the context so applies.
- 4.04 Where the singular is used, it may be deemed to mean the plural, within the appropriate context.

- 4.05 The term “regular pay” and “straight pay” when used in this Agreement shall mean the amounts indicated in the wage classification contained in Schedule “A”.
- 4.06 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.
- 4.07
- a. For the purposes of this Collective Agreement here are two (2) categories of part-time employees: i) part-time employees who have regular master line rotations and ii) part-time employees who do not have regular master line rotations but may be scheduled to work as required by the Employer to replace an employee who is absent or to fill vacant shift(s) or for a specified period of time.
 - b.
 - i. All part-time employees must provide the Employer two (2) weeks prior to the posting of their work schedule with reasonable availability to be scheduled to work, with those part-time employees who have regular master line rotations being reasonably available to be scheduled to work additional shifts over their master line rotation, if required. The Employer will make reasonable efforts to consider the employees’ availability when constructing the work schedule, with it being understood that the Employer may schedule an employee to work a shift for which the employee has not provided availability in order to fill a shift.
 - ii. Notwithstanding the above, for the period of December 15th to January 8th, all part-time employees must provide their reasonable availability for that period to the Employer by November 1st.

- c. All part-time employees have the option of refusing call-in shifts that become available after the posting of the work schedule except where provided otherwise the Agreement; however, it is also understood that part-time employees cannot unreasonably or consistently refuse to work call-in shifts.
- d. Notwithstanding c) above, it is agreed that a part-time employee without a regular master line rotation must accept and work at least two (2) call-in shifts in each calendar month in which call-in shifts are offered to the employee.

ARTICLE 5 - UNION SECURITY

- 5.01 Neither the Employer nor the Union will compel employees to join the Union. Neither the Employer nor the Union will discriminate against any employee because of Union membership or lack of it. The Employer will inform all new employees of the contractual relationship between the Employer and the Union.
- 5.02 The Employer agrees to inform all new bargaining unit employees that a Collective Agreement is in effect upon hire.
- 5.03 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 5.04 **Deduction and Remittance of Dues**
 - a. The Employer is authorized and shall deduct each pay period an amount equal to union dues from each employee's pay. Such deductions commence with the first full pay period of the employment of an employee.
 - b. The amount shall be calculated according to the Unions dues policy. The Employer shall also deduct any

initiation fees authorized by the Union. The Employer shall not deduct more than one (1) month's dues from any one (1) pay cheque with the following exceptions:

- iii. The pay cheque in which the initiation fees are deducted;
 - iv. Upon an employee's return from a leave of absence, the Employer shall deduct up to one (1) months back dues caused by the leave of absence in addition to the dues payable for the pay period.
- c. The total amount checked off will be turned over to the Union by the fifteen (15th) of the month after the check off is made, together with an itemized list of the employees whom the deductions were made, their hourly rate, the amount checked off, their hours worked, classifications, social insurance numbers, addresses, and telephone numbers. The Employer will highlight all new employees hired in the previous calendar month.
 - d. The Employer shall be saved harmless for all deductions remitted to the Union under this Article.
 - e. The total amount of union dues annually paid by an employee shall be indicated on the employees' T4 slip.
- 5.05 Employees who cannot support the Union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.
- 5.06 The Employer agrees to pay into a special dues fund the amount of two cents (\$0.02) per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by the Union and shall be utilized by the Union at its discretion.

5.07 **Employment of Disabled Workers**

The Union and the Employer acknowledge their obligations to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

ARTICLE 6 - NO STRIKES, NO LOCKOUTS

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

ARTICLE 7 - UNION REPRESENTATIVE AND COMMITTEES

7.01 For the purposes or representation with the Employer, the Union shall function and be recognized as follows:

- a. The Employer will recognize a Stewards Committee which shall consist of a Chief Steward and four (4) stewards at least one (1) shall be part-time, who are representatives of the employees in the processing of grievances. All stewards must have completed their probationary period. The Employer shall be advised of the names of the members when changes occur.
- b. CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to enforce all rights of the employees under this Agreement and under the law.
- c. CLAC Representatives shall request in advance the permission of this Administrator of the Home, or in her

absence her designate, before conducting any business in the facility and shall not unreasonably interfere with the work in the Nursing Home.

- 7.02 A Union Steward 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 employee involved. The purpose of the interview is to inform the new employee about the Union in the facility, to provide an explanation of the Collective Agreement provisions and expectations. Such interviews will take place during the first thirty (30) calendar days of employment and shall not exceed fifteen (15) minutes individually or thirty (30) minutes for larger groups. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the Employer's premises designated for such interview.
- 7.03 A Steward shall be granted time off, without loss of wages, to assist an employee in the investigation and or processing of a grievance up to but not including arbitration where such grievances must reasonably be dealt with during working hours. The Steward must first obtain permission from her supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Steward will report to her supervisor and then return to her regular duties.
- 7.04 The Union has a right to appoint three (3) employees, one of which shall be the Chief Steward to a bargaining committee. All employee members must have completed their probationary period. These employees shall be paid by the Employer at regular hourly rates for all time spent in negotiation meetings with the Employer while negotiating a Collective Agreement up to and including conciliation.

Employees on the evening and night shift shall receive paid time off for the actual day of bargaining.

7.05 **Labour Management Committee**

The Parties agree to establish an active Labour Management Committee.

- a. The Committee shall be made up of an equal number of management representatives and bargaining unit persons who have completed the probationary period with one (1) of the management representatives being the Home's Administrator.
- b. The Committee shall keep minutes of its meetings and post them on the Union Bulletin Board. The Committee shall appoint from among themselves a chairperson and with such position rotating as agreed upon by the Committee.
- c. The Committee shall meet quarterly or more frequently as the Committee may agree. A request for such meeting will be made in writing at least one (1) week prior to the date proposed accompanied by an agenda of the matters proposed to be discussed.
- d. Employees serving on the Committee shall be paid at their regular straight time hourly rate of pay for any regularly scheduled hour(s) of work missed due to attendance at the Labour Management Meeting.
- e. The Committee shall deal with matters of mutual concern that would be beneficial if discussed however, the Committee shall not deal with grievances or amend any of the terms of this Collective Agreement.
- f. It is understood that a Union Representative from CLAC may attend any Labour Management Committee meeting. It is further understood that a representative from the Employers Corporate Head Office may attend.

7.06 Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI/RAI MDS 2.0 results. The Employer agrees to provide the Union Representatives with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS 2.0 results for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in the regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives as the agents through which employees shall process their grievance.

8.02 A grievance is defined as a difference arising out of the interpretation, application, and administration of the Collective Agreement. Including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.

8.03 It is the mutual desire of the parties that grievances shall be resolved as quickly as possible. It is understood that an employee has no grievance until he/she has first given

his/her immediate supervisor an opportunity to adjust the complaint. Any complaint shall be discussed with the supervisor concerned within five (5) days after the circumstances giving rise to the complaint to the employee's satisfaction with the five (5) days the employee may proceed with the grievance procedure at Step 1.

- 8.04 The reference to days in this Article excludes Saturdays, Sundays and public holidays, unless explicitly stated otherwise. Time limits mentioned in this Article may be extended with the written consent of both parties.
- 8.05 No grievance shall be considered or processed where the circumstances giving rise to it occurred or originated more than five (5) days before the grievance is brought to the supervisors' attention pursuant to Article 8.03 above.
- 8.06 A group grievance is defined as a single grievance signed by a Steward or Union Representative on behalf of a group of employees who have a complaint of a similar nature and where each employee would be entitled to grieve separately. Such grievance must be dealt with at the successive stages of the grievance procedure, commencing with Step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.
- 8.07 The Union or the Employer may initiate a policy grievance consisting of an allegation of a general misinterpretation or a general violation of this Agreement beginning at Step 2 of the grievance procedure. It is expressly understood that a Union policy grievance cannot be used to institute a grievance directly affecting an employee(s), which such employee(s) could themselves initiate. Such grievance must be filed within ten (10) days from the date the incident giving

rise to the grievance became known. A policy grievance shall be signed by the Union Representative and submitted to the Employer. An Employer grievance shall be submitted by the Employer to the Union Representative or to a Steward and shall be signed by a Representative of the Employer.

8.08 **Step 1**

An employee having a grievance accompanied by his/her Steward if the employee so requests, must submit the grievance to his/her supervisor within five (5) days of the date on which the supervisor responded to or ought to have responded to the employee's complaint pursuant to Article 8.03. The nature of the grievance, the remedy sought and the relevant sections of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. The supervisor will deliver his/her decision within five (5) days after receipt of the grievance. Failing settlement, the next step of the grievance procedure may be undertaken.

Step 2

The grievance must be submitted in writing to the Administrator or designate within five (5) days following the decision under Step 1 (or the day on which the decision should have been made). The grievance shall be discussed at a meeting between the grievor, the Employer and a Union Steward and/or a Union Representative within five (5) days of the receipt of the grievance at Step 2. The Administrator or her designate shall give their written decision with five (5) days of the meeting with a copy to be sent to the Union Representative. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the replay at Step 2 is given. If no written request for

arbitration is received in this fourteen (14) day period, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

8.09 The Employer and the Union agrees that, in the event that a grievance is not settled after Step 2 of the grievance procedure, either party may, with mutual consent call in a private Grievance Settlement Officer/Mediator to attempt to effect a settlement between the parties. Arrangements will be made by mutual agreement, and the parties will each pay half of the costs of the private Grievance Settlement Officer/Mediator.

8.10 **Discharge/Termination Grievance**

A discharge/termination grievance of an employee who has completed the probationary period may be filed at Step 2 of the grievance procedure within five (5) days after the termination.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall state whether it wishes to have the arbitration heard by a Board of Arbitration or by a sole Arbitrator. The arbitration may be heard by a sole arbitrator in place of an Arbitration Board when mutually agreed by both parties. If the party serving the notice designates a Board of Arbitration the request shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days after the appointment of the second of them agree upon a third person to act as Chairperson of the Board of

Arbitration. If the nominees are unable to agree upon a third person as Chairperson within ten (10) days after the appointment of the second of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as chairperson of the Board of Arbitration. Where both parties agree in writing to have a grievance dealt with by a single Arbitrator they shall select an Arbitrator who is acceptable to both. Failing a agreement a three-person board shall be appointed.

The said two nominees first appointed shall be at liberty to the expiration of the ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the third arbitrator within the said period of ten (10) days to discuss the grievance submitted to them with a view to mutual settlement.

- 9.02 No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned except as mutually agreed.
- 9.03 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half of the expenses and fees of the Chairperson.
- 9.04 The Board of Arbitration has authority only to settle disputes under the terms of this Agreement and only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable. The Board of Arbitration shall have no power to alter, add to or subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision

of the Board, but if there is no majority the decision of the Chairperson shall govern.

- 9.05 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, and the Union and the Employee involved.
- 9.06 Any grievance which has been disposed of hereunder shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.
- 9.07 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Home.

ARTICLE 10 - SENIORITY

10.01

- a. Seniority is the ranking of employees in accordance with their length of employment relationship, commencing with the employees date of hire. For full-time employees who are hired on the same date, their ranking on the seniority list will be determined by lottery.
- b. Seniority for part-time employees shall be expressed in the number of hours worked and paid for or not worked and paid for by the Employer since last date of hire.

10.02 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- a. It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by the Home, both seniority and service will accrue.
- b. During an absence not paid by the Employer exceeding thirty (30) continuous calendar days other than an absence under the maternity provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement 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.
- c. It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.
- d. **Benefits/WSIB, Paid Leave**
The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Compensation if the employee continues their contribution towards said benefits. It is understood

that the obligation of the employer to pay the aforesaid benefits while on WSIB shall continue for up to thirty-six (36) months following the date of the injury.

- e. For purposes of this provision it is understood and agreed that absence on weekly indemnity shall be considered a leave with pay.

10.03 **Seniority Lists**

The Employer shall supply the Union and Chief Steward with a set of seniority lists in January and July of each year, showing employee's names alphabetically, classification and their seniority starting by classification and their seniority starting date.

Part-time employee seniority will be expressed in hours paid.

10.04 **Probationary Period**

A newly hired employee must successfully complete a probationary period of four hundred and fifty (450) hours worked.

During the probationary period an employee may be discharged for reasons less serious than would justify a discharge after the completion of the probationary period. No grievance shall be filled with respect to such discharges during the probationary period.

Upon the completion of probationary period each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire for full-time employees and hours paid for part-time employees.

10.05 **Loss of Seniority Full-Time and Part-Time**

An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- a. voluntarily resigns, retires, or is discharged for just cause and is not subsequently reinstated through the grievance process; or
 - b. is absent from work for more than thirty-six (36) months by reason of illness or other physical disability; or there is no reasonable likelihood the employee will return to work within the near future; or
 - c. is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
 - d. is absent from work for more than thirty-six (36) months by reason of lay-off; or
 - e. is absent from work for more than thirty-six (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
 - f. utilizes a leave of absence for a purpose other than that for which it is granted.
- 10.06 Employees who are on leave of absence will not engage in gainful employment during such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- 10.07 An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.
- 10.08 The Union and the Employer agree to abide by the Human Rights Code.

- 10.09 The Employer will notify the employee when his or her benefits will cease.
- 10.10 In cases of promotion, demotions, or permanent transfers, the skill, merit, efficiency, seniority of candidates shall be considered.
- 10.11 Any questions relating to the observance or non-observance of seniority may be the subject of a grievance and dealt with under the grievance and arbitration provisions herein.

ARTICLE 11 - JOB SECURITY

11.01 Definition of Lay-off and Long Term Lay-off

A lay-off for the purpose of this Agreement will be defined as:

- a. the elimination of a full-time employee's position or the position of a regularly scheduled part-time employee who has a regular master line rotation or schedule; or
- b. the reduction by more than five (5) hours biweekly of the regularly scheduled hours of a full-time employee; or
- c. the reduction by more than five (5) hours biweekly of the regularly scheduled hours of a part-time employee who has a regular master line rotation or schedule.

A long-term or permanent lay-off will be deemed to be any lay-off that is reasonably anticipated to exceed thirteen (13) calendar weeks.

11.02 Lay-off and Recall

In the event of a proposed lay-off of a permanent or long-term nature, the Home will provide the Union with a least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.

In the event of a lay-off of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- if her service is greater than 9 years - 9 weeks notice
- if her service is greater than 10 years - 10 weeks notice
- if her service is greater than 11 years - 11 weeks notice
- if her service is greater than 12 years - 12 weeks notice

11.03 Lay-off Procedure

- a. In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- b. An employee who is subject to lay-off shall have the right to either;
 - i. accept the lay-off; or
 - ii. displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid-off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service correspondence to that of the laid off employee is within one

percent (1%) of the laid-off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid-off employee will have the right to displace an employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within five percent (5%) of the laid-off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid-off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one (1) calendar week following the notification of lay-off. Employees failing to do so, will be deemed to have accepted the lay-off.

11.04 Recall Rights

- a. An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications required by law to perform the job. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- b. An employee recalled to work in a different classification from which she was laid-off shall have the privilege of returning to the position she held prior to the lay-off

- should it become vacant within six (6) months of being recalled.
- c. No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
 - d. It is the sole responsibility of the employee who has been laid-off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturday, Sundays and paid holidays) after being notified to do so by registered by mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and 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 for work. The employee is solely responsible for his proper address being on record with the Employer.
 - e. Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
 - f. A laid-off employee shall retain the rights of recall for a period of thirty-six (36) months.
 - g. The job posting procedure as set out in the Collective Agreement will continue to apply. Employees with

seniority who are laid-off will be mailed a copy of job postings to their last known address.

- h. When a laid-off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

11.05 **Benefits on Lay-off**

In the event of a lay-off, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save 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 lay-off occurs, or until the laid-off employee is employed elsewhere whichever comes first.

Note: For purposes of lay-off and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-mentioned procedure, the part-time employee is accepting the full-time position.

- 11.06 It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, 1 year full-time seniority = 1800 hours.

ARTICLE 12 - JOB POSTING

- 12.01 In the event new jobs are created or vacancies occur in existing job classifications including new positions created for a specific term or task (unless the Employer notifies the

Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of seven (7) calendar days where it is an initial vacancy. Subsequent vacancies created as the result of the posting of an initial vacancy shall only be posted for four (4) calendar days. The posting shall stipulate the qualifications, classification, rate of pay or salary range and department concerned.

The Employer agrees to provide the Chief Steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

No external applications will be considered until the internal process is exhausted.

An employee can not apply for, or utilize, the job posting process for a change in their home area or unit assignment. Assignment of an employee's work location (i.e. their home area or unit assignment) or changes thereto remain within the sole discretion of the Employer.

- 12.02 If no applications are received by 10:00 a.m. of the eighth (8th) day following the posting (or the fifth [5th] day following a posting for a subsequent vacancy) the Employer may fill the vacancy at her discretion.
- 12.03 Until the vacancy is filled the Employer may fill the vacancy at her discretion on a temporary basis.
- 12.04 Applicants for a posted job must notify the Supervisor in charge of their candidacy. In cases of where two (2) or more employees apply the Employer shall consider the skill, ability experience, qualifications and seniority of the applicants. In cases where two (2) or more qualified candidates are, in the

Employer's opinion, equally matched the Employer shall award the job to the most senior applicant.

12.05 The successful applicant shall be placed on trial in the new position for a period of one hundred and fifty (150) hours. Such trial promotion or transfer shall become permanent after the trial period unless:

- a. the employee feels that she is not suitable for the position, and wishes to return to her former position; or
- b. the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

In the event of either (a) or (b) above the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

12.06

- a. It is understood that the Employer may elect to fill the vacancy in a part-time bargaining unit by expanding the hours of work of existing part-time employees. The

Employer will add the hours to the part-time master line rotations in accordance with the resident care needs and the operational needs of the facility.

- b. Where the Employer adds permanent hours to an existing part-time master line, the expanded part-time position will be posted in accordance with Article 12.01.
- c. Where the Employer adds temporary hours to an existing part-time master line, the expanded position will not be posted. The Employer will determine the classification, shift, hours and work area to which the Employer is adding the temporary hours. Where there are two (2) or more part-time employees within the classification working the identical shifts and hours in, and to, which the Employer has decided to add the additional temporary hours, the Employer will offer the expanded position to these part-time employees in order of seniority and will, if needed, exercise its management rights to reassign work areas.

12.07 Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

12.08 The Employer retains the right to fill the vacancy from other sources if employee applicants do not possess the required qualifications.

12.09 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 should not be unreasonably withheld.

12.10 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted.

Qualified applicants will be considered in accordance with the selection criteria of Article 12.04 subject to the following sequence of consideration:

- i. Full-time and part-time employees will be given equal consideration for a temporary full-time vacancy;
- ii. Part-time employees will be given first consideration for a temporary part-time vacancy. If there is no successful part-time applicant, then full-time employees will be considered.

An employee returning from leave of absence shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position except where the new temporary posting provides for more regularly scheduled biweekly hours of work than the temporary posting that the employee is currently filing.

When an employee holding a temporary position is the successful candidate to a permanent posting the temporary position must be vacated.

Part-time employees who fill temporary full-time positions shall continue to be treated for all purposes as part-time employees. However, if the part-time employee continues in the temporary position for more than fourteen (14) months, and is receiving money in lieu of benefits, the part-time employee will be enrolled in the premium based benefits (being full-time life insurance, extended health care and dental) and the money in lieu ceases. The “waiting period” for eligibility for benefits will be deemed to have been served. For any other purpose, the employee continues to be treated for all purposes as a part-time employee. When the temporary position ends, the employee returns to her part-time position, benefits cease, and money in lieu is reinstated.

12.11 Employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

12.12 **Permanent Transfers**

a. If an employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which his is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

- b. If an employee is transferred to a lower group due to a reduction in staff, inability to perform his work required, at the employee's request, or any other reason by the Employer acting within the scope of Article 3, the employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.
- c. Subject to (a) and (b) above, a part-time employee, changing his/her status to that of a full-time employee, covered by this full-time Agreement, shall retain his/her seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate or loss of any benefits in which the employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time employees covered by the full-time Agreement.

12.13 When an employee transfers to another job her name shall be added to the departmental seniority list as of the effective day of the transfer.

- a. An employee whose status is changing from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time transfer.
- b. An employee whose status is changing from full-time to part-time shall receive credit for her full seniority and service on the basis of 1800 hours paid for each year of full-time seniority. Any time in excess of any equivalent shall be pro-rated at the time of transfer.
- c. At no point shall seniority predate an employee's date of hire.

ARTICLE 13 - NO CONTRACTING OUT

13.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off 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 employee of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

ARTICLE 14 - WORK ON THE BARGAINING UNIT

14.01 Persons 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 lay-off or reduction in hours of work of an employee in the bargaining unit.

14.02 In the event the Employer plans to change a vacant full-time position to a part-time position, it will advise the Union and discuss its plans with them.

ARTICLE 15 - PRINTING

15.01 It is agreed that the Employer and the Union will share equally in any cost of the printing of the Collective Agreement.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The Administrator (or designate) may grant or refuse a request for a leave of absence without pay for extenuating

personal reason, provided that he receives at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

- 16.02 If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union. The Employer will make every reasonable effort to respond to the employee within three (3) business days of receipt of the request, excluding weekends and holidays.
- 16.03 To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.
- 16.04 Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- 16.05 **Education Leave**
- a. If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade her employment qualifications.
 - b. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

- c. The Administrator may grant a request for unpaid leave of absence to upgrade or attain employment qualifications or skills which the Employer considers beneficial to employment at the Nursing Home, provided that she receives at least one (1) months notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specific date of return. If such course is to be taken on a series of specific dates, then those dates shall be specified.

16.06 **Bereavement Leave**

- a. Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of four (4) consecutive calendar days without loss of pay, with one (1) of the consecutive calendar days including the day of death or the day of funeral or equivalent service.
- b. Upon the death of an employee's mother, father, step-parent, 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) consecutive calendar days without loss of pay, with one (1) of the consecutive calendar days including the day of death or the day of the funeral or equivalent service.
- c. It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.
- d. An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or

- equivalent service 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.
 - f. Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
 - g. In the event of a delayed internment, an employee may save one of the days identified above without loss of pay to attend the internment.

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

16.07 **Pregnancy and Parental Leave**

Pregnancy and parental leave will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

16.08 **Pregnancy Leave**

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

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to

commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- b. The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- c. The employee shall give at least two (2) weeks notice of her intention to return to work and shall provide four (4) weeks notice where possible. 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 at least two (2) weeks notice, or four (4) weeks where possible, of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner staffing that she is able to resume her work.
- d. An employee who does not apply for leave of absence under Article 16.08 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 16.08 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work with a certificate of a legally qualified medial practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- e. During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical dental group life, pension and other benefits included and

- prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.
- 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 maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.
 - g. When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 16.08 (f).
 - h. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
 - i. Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 16.09 of this Agreement. The employee shall give the Employer at

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

16.09 Parental Leave

- a. An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b. 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 must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- d. The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

16.10 Leave of Absence for Union Business

- a. The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars,

Education Classes or other Union Business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.

- b. In requesting such leaves of absence, the Union must give twenty-one (21) days clear notice to the Employer to be confirmed by the Union in writing.
- c. Employees on such leaves of absence will be paid by the Employer who will be reimbursed by the Union for the Amount paid the employees. While on unpaid leave of up to thirty (30) days employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP, WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).
- d. Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

16.11 Jury Duty

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

- a. notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court;
- b. presents proof of service requiring the employee's attendance; and
- c. deposits with the Nursing Home the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

16.12 An employee, who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice. It is understood that this Article shall be administered pursuant to the Loss of Seniority provisions in this Agreement.

16.13 An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

ARTICLE 17 - HOURS OF WORK

17.01 This Article defines the normal hours of work for a full-time employee, and is not a guarantee of work per day or per week or a guarantee of days of work per week.

- a. The work period shall consist of seventy-five (75) hours in a bi-weekly period and the work shift shall consist of seven and one-half (7 ½) continuous hours exclusive of meal periods.
- b. The meal period shall be half an hour halfway through a shift.
- c. There shall be a paid fifteen (15) minute break period during each completed three and three quarter (3 ¾) hours worked at times designated by the Employer.
- d. The meal period and the break periods identified in 17.01 b) and c) shall be uninterrupted except in the case of emergency. That portion of any meal period or break period that is interrupted shall be rescheduled to be taken later in the shift.

In the event that the Department Head or designate determines that the one half (1/2) hour meal period under Article 17.01 b), or missed portion of the meal period, cannot be rescheduled and the employee thereby works more than seven and one half (7 ½) hours, then the employee will be paid time and one half (1 ½) the employee's regular straight time hourly rate for

the portion of the meal period under 17.01 b) that could not be rescheduled.

- e. Where the hours of work are averaged over a two (2) week period that two (2) week period will be the same two (2) weeks as the pay period.
- f. During the change over from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for seven and one half (7 ½) hours, notwithstanding the fact they have worked either six and one half (6 ½) hours or eight and one half (8 ½) hours.
- g. The Employer will not schedule employees on the posted work schedule to work split shifts unless agreed upon by the Employer, the Union and the employee.

17.02 **Work Schedules**

- a. Work schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Administrator one (1) week in advance of posting.
- b. The Employer will schedule employees such that there is a minimum of sixteen (16) hours off between the completion of the employee's scheduled shift and the commencement of the employee's next scheduled shift, unless the employee agrees otherwise.
- c. The Employer will schedule an employee who is coming off of the night shift to a shift other than a night shift such that there is twenty-four (24) hours off between the completion of the night shift and the commencement of the other shift, unless the employee agrees otherwise.
- d. No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work provided however, that the overtime rate of one and one half (1 ½) times the

employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.

- e. The Employer will endeavour to arrange shift schedules such that all employees will receive at least one (1) weekend off in three (3). This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.
- f. In the event employees of their own accord, for their own personal convenience arrange to exchange shifts with appropriately qualified employees. The request for such change shall be submitted four (4) days prior to the requested change by completing the shift exchange form. The request for such change is subject to approval by the Director of Care or her designate. Such approval will not be unreasonably denied. The affected employees will not be entitled to overtime pay for such work and cannot claim non compliance with the above provisions.
- g. A request for a lieu day, single vacation day, or float day submitted after the schedule has been posted may be granted if the employee finds their own suitable, qualified employee willing to work the shift. It is understood that such request must be in compliance with any of the relevant provisions affecting the taking of lieu days, single vacation days or float days. The request for such change shall be submitted four (4) days prior to the requested change by completing the shift exchange form. The request for such change is subject to approval by the Director of Care or designate. Such approval will not be unreasonably denied. The replacement employee will not be entitled to overtime

pay for such work and cannot claim non compliance with the above provisions.

17.03 In-service Education

- a. When an employee is required by the Employer to attend any mandatory in-service program during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.
- b. When the Employer does not provide an employee with the opportunity to complete a mandatory in-service program during her regularly scheduled hours but instead requires the employee to complete the mandatory in-service programme outside of her regularly scheduled working hours, she shall be paid for all time spent completing such learning at her regular straight time hourly rate of pay. It is understood that the minimum reporting allowance under Article 18.02 does not apply in these circumstances.
- c. The Employer may offer in-services or training opportunities to employees outside of their regularly scheduled working hours that are not mandatory. Attendance at such in-services may not be required, however, to encourage attendance the Employer may, at its sole discretion, pay employees at their regular straight time hourly rate.

ARTICLE 18 - PREMIUM PAYMENTS

18.01

- a. Overtime shall be paid for all hours worked over seven and one half (7 ½) hours in shift or seventy-five (75) hours bi-weekly at the rate of time and one half (1 ½) the employees regular rate of pay. In the event that the Employer requires overtime to be worked, the Employer

will continue its practice of first offering overtime to employees within the classification. In the event no employee voluntarily accepts the overtime work, the Employer will assign the overtime work to employees within the classification in the Home area that is short in the reverse order of seniority on a rotational basis and it is hereby agreed that the employees will work such assigned overtime. It is understood that where an employee has worked a full seven (7) hour shift or more, the employee will not be assigned to work more than four (4) hours of mandatory overtime.

- b. If an employee is required to work an extra shift she shall receive:
 - i. on the day shift, two (2) paid meals;
 - ii. on night shift, one (1) paid meal.
- c. An overtime free meal will be provided after an extra three (3) hours overtime.
- d. Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- e. Overtime shall be based upon the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- f. An employee who is absent on paid time during her scheduled work week because of sickness, Workers' Compensation, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

- g. In no event shall there be any pyramiding of benefits or payments.

18.02 **Minimum Reporting Allowance**

When an employee reports for work at his assigned starting time without being told in advance by the Home not to report at said time, then the employee shall receive work or pay in lieu of work, for four (4) hours during that day. This obligation on the part of the Home shall cease if no work can be provided due to fire, Acts of God or other circumstances beyond the control of the Home, or failure on the part of the employee to keep the Home informed of his current address and telephone number.

- 18.03 The Article does not apply in the case of a labour dispute or in an emergency such as fire or power shortage nor shall it apply to employees returning to work without notice after absence.

18.04 **Call Back Guarantee**

- a. Where employees are called back to work after having completed a regular shift and prior to the commencement of their regular shift they shall receive a minimum of four (4) hours pay at straight time or time and one half (1 ½) the actual number of hours worked whichever is greater.
- b. Where the call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of regular shift at the rate of time and one half (1 ½) after which they shall revert back to the regular shift.

18.05 Call in

- a. "Call in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- b. Employees who are called in will be paid overtime at the rate of time and one half (1 ½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours excess of seventy-five (75) hours of work in the two (2) week pay period.
- c. Where the call in is requested within one half (1/2) 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.
- d. All call-in of shifts shall be offered in order of seniority on a rotational basis to those full-time and part-time employees for whom working the shift will not result in overtime rates of pay, before securing an agency replacement.

18.06 Responsibility Allowance for Work Outside the Bargaining Unit

Effective following the date of ratification:

- a. When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one half (1/2) shift, the employee shall receiving an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

- b. Where an RN 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 of one half (1/2) shift, the employee shall receive an allowance of eight dollars (\$8.00) for each shift.
 - c. Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nursing 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.
 - d. It is understood and agreed that only one of the above noted premiums will apply at any one time.
- 18.07 Where the Employer assigns an employee to orient a newly hired employee in this bargaining unit during her orientation period, the employee who is training will receive a premium of one dollar and fifty cents (\$1.50) per hour and the newly hired person will receive a premium of one dollar and fifty cents (\$1.50) per hour less than the start rate of her classification. These revised payments will apply only during the period of orientation which shall not normally exceed five (5) days. The provision only applies when an SEIU bargaining unit member is assigned to orient a newly-hired employee in this bargaining unit during her orientation period.
- 18.08 **Weekend Premium**
Effective the first full pay period following the date of ratification of the Memorandum of Settlement, the Employer will commence paying a weekend premium of twenty cents (\$0.20) per hour for each hour worked between the start of the shift commencing on or about 2300 hours Friday and the end of the shift ending on or about 2300 hours Sunday.

Weekend premium will not form part of the employee's straight time hourly rate of pay.

Effective the first full pay period in January 2016 this amount will increase to twenty-five cents (\$0.25) per hour.

ARTICLE 19 - UNIFORM ALLOWANCE

19.01 Uniform allowance will be paid by the Employer in the amount of six point 2 cents (\$0.062) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums. Uniform allowance will be payable to employees who are required by the Employer to wear a uniform.

The Uniform allowance will not be paid on each cheque, but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.

When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 20 - HEALTH AND SAFETY

20.01 The Employer and the Union agree that they mutually desire to maintain standards safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time. The Employer shall prepare a comprehensive policy on resident handling and safe work practices within six (6) months of the date of settlement/award. Such practices will be reviewed by the Joint Health and Safety Committee.

20.02 A Joint Management and Employee Health and Safety Committee shall be constituted, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall normally meet every three (3) months or more frequently if the committee decides.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer as his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the *Occupational Health and Safety Act*, the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- 20.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member will be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 20.04 The Joint Health and Safety Committee and the representatives thereof shall have access to the Incident/Accident Report Form required in s.51, s.52, and s.53 of the Act and the annual summary of data from the WSIB relating to the number work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupation injuries and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee that is confidential. This

information shall be a standing item recorded in the minutes of each meeting.

- 20.05 The Union will use its best efforts to obtain the full cooperation of its membership in the compliance of all safety rules and practices.
- 20.06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- 20.07 The Employer shall:
- a. inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of said situation;
 - b. inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - c. ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.
- 20.08 The worker shall:
- a. work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
 - b. use a wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
 - c. report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of

- which the worker is aware and which may endanger himself, herself or another worker; and
- d. report to his or her Employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which he or she knows.

20.09 Injured Workers Provisions

At the time an injury occurs, the injured workers' Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

20.10 Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home. To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

20.11 Violence

- a. The parties agree that workplace violence shall be defined as:
 - i. the exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury against a worker;

- ii. an attempt to exercise physical force against an employee, in workplace, that could cause physical injury to the worker; or
- iii. a statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.

The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to workplace violence shall report to a supervisor who will make every reasonable effort to rectify the situation.

- b. The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- c. The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- d. The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- e. Subject to appropriate legislation, and the employee's consent, the Employer will inform the Union within three (3) days of an employee who has been subjected to violence while performing his/her work. Such information

shall be submitted in writing to the Union as soon as practicable.

The parties agree that if incidents in the workplace involving aggressive resident and/or family action occur, such action will be recorded and reviewed at the Occupational Health and 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.

It is understood that such resident occurrences will be reviewed at the Resident Care Conference.

20.12 Each year on April 28th at 11:00 a.m. one (1) minute of silence shall be observed in memory of workers killed or injured on the job.

20.13 The Joint Health and Safety Committee will discuss and shall recommend, where appropriate, appropriate measures to promote health and safety in the workplace, including, but not limited to:

- i. Musculoskeletal Injury Prevention
- ii. Needle Stick Injury Prevention
- iii. Personal Protective Equipment
- iv. Training designed to ensure competency under the Act for those persons with supervisory responsibility

20.14 **No Harassment**

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a steward. If the complaint directly or indirectly involves the complainant's supervisor or a steward, she may contact an alternate person in management or the Union to ensure the complaint is handled in a discreet, confidential and timely fashion.

Should the complainant not be satisfied with the response she is entitled to file a grievance under the terms of this Collective Agreement.

20.15 The Employer will use its best efforts to record and report all needle sticks and sharps incidents.

20.16 **Resident Abuse**

The parties agreed that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

All employees have an obligation to report to their supervisor any incidents of resident abuse or suspected resident abuse. Both the Employer and the Union agree that an employee who, in good faith, reports resident abuse will be protected against retaliation or retribution.

The Employer will thoroughly investigate all reports of resident abuse. It is understood that the Union has an obligation to represent employees accused of alleged abuse

and nothing in this provision supersedes the grievance and arbitration procedure.

20.17 **Medical Immunizations and Treatments**

The annual influenza immunization of employees is an important safeguard in the protection of the health of the Home's vulnerable elderly residents and also of the employees' health and safety. Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources the cost will be borne by the Employer.

If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that, sick leave if the credits are available.

- 20.18 The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-entry programs under the *Workplace Safety and Insurance Act* and the Union agrees that the Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

The Employer will review with the Union at the Labour Management Committee its Early and Safe Return to Work and Labour Market Re-entry programs for work related injuries.

ARTICLE 21 - PAID HOLIDAYS

21.01 The following days are paid holidays under this Agreement:

New Year's Day	Good Friday
Victoria Day	Family Day
Labour Day	Canada Day
Thanksgiving Day	Christmas Day
Boxing Day	

In addition to the designated holidays outlined above, employees will be eligible for two (2) float holidays per calendar year.

In an employee's first calendar year of employment the float holiday entitlement will be pro-rated in accordance with the following schedule, provided the employee otherwise qualifies:

- a. If the employee commences employment in the first half of the year (January 1 thru June 30) the employee will be entitled to two (2) float holidays.
- b. If the employee commences employment in the second half of the year (July 1 thru December 31) the employee will be entitled to one (1) float holiday.

Float holidays will be scheduled on dates mutually satisfactory to the employee and Department Head. Float holidays will not be granted during the period of December 15 – January 8. An employee requesting a float holiday must

submit her request in writing to the Department Head at least one (1) week prior to the posting of the schedule in which the requested float holiday(s) falls and must also qualify in accordance with Article 21.03 and 21.04 below. Float holidays cannot be accumulated from one (1) year to another. If the employee does not advise her Department Head prior to October 1st of each year of the date(s) that she wishes to take her float holiday(s), the Department Head will schedule the float holiday(s).

21.02 The intent is that there shall be no more than eleven paid holidays in each calendar year.

If another federal, provincial or municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

Holiday pay for employees who regularly work less than seventy-five (75) hours is based on pro-ration formula noted in Article 23.10 of this Agreement. Holiday entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

21.03 If an employee is assigned to work on a holiday designated herein she shall be paid at the rate of one and one half (1 ½) times her straight time hourly rate for each hour worked plus seven and one half (7 ½) hours pay at her straight time hourly rate for the holiday, as modified by the prorate formula above.

21.04 In order to qualify for payment for the above-mentioned holidays, an employee must work her regular working day

immediately prior to and her regular working day immediately following the holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

- 21.05 If a paid holiday falls during an employee's vacation, or on an employee's scheduled day off, she shall be granted an additional day's pay in lieu of the holiday at straight time or an additional day off at a time to be set by the Employer. In the case of part-time employees, however, the additional day off will apply only if it falls on a day on which she would normally have worked.
- 21.06 An employee will qualify for holiday pay as per the pro-ration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.
- 21.07 For clarification purposes of when a statutory holiday begins and ends, the first shift of the day shall be the day shift.
- 21.08 All paid holidays which fall during a part-time employee's probationary period will be paid the employee in accordance with the collective agreement on completion of the probationary period.
- 21.09 The Employer will endeavour to schedule employees off for a least two (2) consecutive days at either Christmas or New

Years on a rotating basis from year to year unless mutually agreed upon otherwise, subject to the Employer being able to satisfy its staffing requirements. Accordingly, it is agreed that the normal scheduling provisions shall not apply during the period of December 15th to January 15th.

21.10 **Accommodations of Spiritual or Cultural Observances**

Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in January of each year for the twelve (12) month period following March 1st, identifying the required date they need off.

Such day, if granted, will be deemed to substitute for one (1) of the holidays listed above. The employee and Employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the Collective Agreement. A lieu day off will be the substitute day in accordance with Article 21, as applicable.

Honouring such request shall be subject to the operational requirements of the Home. Where a full-time employee is required to work the substitute day, she will receive a lieu day off with pay within two (2) calendar weeks of the substitute day.

ARTICLE 22 - VACATIONS

22.01

- a. Employees who are regularly scheduled to work seventy-five (75) hours on a biweekly basis shall be granted vacation and vacation pay in accordance with

the following schedule based on their service as of December 31 of each year.

Period Worked as of December 31st	Vacation Time off and Pay
After 1 year	2 weeks at their current rate of pay
After 3 years	3 weeks at their current rate of pay
After 8 years	4 weeks at their current rate of pay
After 15 years	5 weeks at their current rate of pay
After 23 years	6 weeks at their current rate of pay

- b. If an employee who is regularly scheduled to work seventy-five (75) hours on a biweekly basis works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 22.13

22.02 The date for determination of the “period worked” is December 31st of the year prior to the year in which the vacation is taken.

22.03 Vacation pay is calculated at four percent (4%) of the employee’s gross earnings as per her T4 Income Tax Slip. Vacation pay for employees who are regularly scheduled to work seventy-five (75) hours bi-weekly to be paid as a percentage of total earnings or regular pay whichever is greater.

Effective January 1, 2016 this Article will read as follows:

Vacation pay is calculated at four percent (4%) of the employee’s gross earnings as per her T4 Income Tax Slip.

22.04 An employee shall be entitled to a pro-rata portion of her vacation pay in the event that her employment is terminated.

- 22.05 A blank vacation schedule shall be posted on March 1st each year. Vacation requests are to be submitted by March 31st. Vacations must be taken in blocks of one (1) week, or multiples thereof except as provided in Article 22.15 b) and capped at two (2) weeks during the period of June 30th and September 15th of each year.
- 22.06 Between April 1st and April 30th the schedule shall be settled if possible through discussions between the Union Steward's Committee and the Employer.
- 22.07 On April 30th the final schedule shall be posted. No changes shall be allowed in the schedule except upon consent of the employees affected, the Stewards' Committee and the Employer.
- 22.08 The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department but shall be finally determined by the Administrator with due concern for the proper operations of the Nursing Home. However, it is expressly understood that employees who had filed a timely vacation request will receive priority consideration, and where their initial request could not be accommodated, all of their subsequent requested vacation times shall take precedence over those requested by an employee who has submitted a late request. An employee who has submitted a late request cannot utilize his or her seniority to displace any employee who has submitted a timely request.
- 22.09 Vacations are not cumulative from year to year and all vacation must be taken by no later than one (1) month prior to the next vacation cut off day. Employees shall not waive vacation and draw double pay. Employees who have not scheduled their unused vacation by September 1st shall

have the unused vacation scheduled by the Employer, to be taken prior to December 15th.

22.10 Employees who have not completed their probation period as of the cut-off date will receive four percent (4%) of their gross earnings and the accrued time off during the vacation year.

22.11 All employees will be paid their vacation pay at the time vacation is taken.

Effective upon the first full pay period following the date of ratification of the 2012 Memorandum of Settlement, the Employer ceased paying out vacation pay to part-time employees biweekly. The Employer will continue to calculate the part-time employee's vacation pay biweekly on the same basis as previously, however, the Employer will retain the biweekly vacation pay in a vacation bank for the employee to be paid out when the employee takes her vacation.

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

Where possible without extensive programming changes, the amount of vacation pay will be separately identified on the pay stub.

22.12 An employee terminating her employment at any time in her vacation year before she has taken all of her vacation entitlement shall be entitled to any vacation pay earned, provided that the employee provides at least two (2) weeks written notice of resignation. In the event that the employee does not provide two (2) weeks written notice, she will be

paid four percent (4%) of her total wages earned for the current vacation year less any vacation pay already paid out for the current vacation year.

- 22.13 Employees who are regularly scheduled to work less than seventy-five (75) hours biweekly shall receive vacation benefits for the vacation year as follows:

Total hours worked as of December 31st	Vacation entitlement
0 to less than 1800 hours worked	4% of gross earnings for the vacation year
1800 to less than 5400 hours worked	2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year
5400 to less than 14400 hours worked	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year
14400 to less than 27000 hours worked	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year
27000 to less than 41400 hours paid	5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year
41400 hours or more paid	6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year

- 22.14 If an employee transfers from the status of a part-time with a master line rotation or part-time without a master line rotation to full-time or vice versa, the following method shall be used to calculate her vacation serve date:

1800 hours paid equals one (1) year of service.

22.15

- a. Except as provided in b) below, employees must take vacations in segments which are at least one (1) calendar week, or multiples thereof, in duration and will not be allowed to take single days or split weeks of vacation entitlement. During the prime summer vacation time of June 30th to September 15th, employees will not be allowed to take more than two (2) weeks vacation entitlement in aggregate. It is understood and agreed that in order to distribute some time off for as many employees as it is practical during the Christmas/New Year's season no employee will be allowed to take vacation during the period December 15 – January 8.
- b. Employees who are entitled to three (3) or more weeks of vacation entitlement may take up to one (1) week of their vacation entitlement in single days provided that the single days cannot be taken:
 - i. during the period of June 30th – September 15th;
or
 - ii. during the period of December 15th – January 8th;
or
 - iii. on their scheduled weekends of work with the exception that any employee may request to use a maximum of two (2) single vacation days on a scheduled weekend, subject to the provisions identified in i) and ii) above.

It is further understood that vacation requests in minimum of one (1) calendar week blocks take priority over vacation requests for single days or combinations of the single days during this period notwithstanding Article 22.08.

It is understood that for the purposes of this provision only, for full-time employee who is regularly scheduled to work seventy-five (75) hours biweekly, five (5) single vacation days is equivalent to one (1) week of vacation entitlement, and for a full-time employees who is regularly scheduled to work fifty-two and one half (52 ½) hours or more but less than seventy-five (75) hours biweekly, four (4) single vacation days is equivalent to one (1) week of vacation entitlement. For a part-time employee, two (2) single vacation days is equivalent to one (1) week of vacation entitlement.

- 22.16 The Employer will offer a full-time employee's vacation shift(s) to her part-time shadow, to a maximum of seventy-five (75) hours biweekly. Any holidays taken in conjunction with the requested vacation will not be offered to the shadow. If the part-time shadow accepts the full-time employee's vacation shift(s), the part-time employee's shift will be distributed in accordance with the Letter of Understanding re: Scheduling Guidelines for the Scheduling of Additional Available Replacement Shifts.
- 22.17 It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to her scheduled vacation.
- 22.18 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 provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation

which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

- 22.19 Where an employee's scheduled vacation is prevented due to a serious illness requiring the employee to be an in-patient in a hospital which commenced before the vacation started, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 23 - HEALTH AND WELFARE BENEFITS

- 23.01 The Employer shall provide and pay for the following welfare plan for each employee not otherwise covered. All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula.

23.02 Life Insurance

The Employer shall provide and pay the full cost of a plan covering the employee's Life or Accidental Death of Dismemberment in the principal sum of \$20,000.

23.03 Major Medical

The Employer will provide a Major Medical Plan providing for a Drug Card with a seven dollar and fifty cent (\$7.50) dispensing cap fee and a one dollar (\$1.00) deductible per prescription for employees covered by this Agreement who have completed their probationary period. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan.

- a. Amend the generic drug substitution provision to provide for:
- Lowest cost interchangeable drug
 - Enhanced generic – requires medical evidence for drugs where physician indicates “no substitution”
 - Lowest priced drug in a therapeutic class
- b. The Plan will include a paramedical coverage bank which covers the following services from paramedical providers who are licensed or registered in the province of Canada in which the services are provided:
- Osteopath
 - Chiropractor
 - Podiatrist or Chiropodist
 - Naturopath or Homeopath
 - Audiologist
 - Physiotherapist
 - Psychologist
 - Speech Therapist
 - Acupuncturist
 - Massage therapist
 - Ophthalmologist or optometrist

to a maximum of seven hundred and fifty dollars (\$750.00) insured person/year. Coverage for any and all paramedical services as set out above requires a written referral from the employee’s physician.

23.04 **Vision Care**

The Employer will provide a Vision Care Plan of two hundred dollars (\$200.00) every twenty-four (24) months.

23.05 **Dental Plan**

The Employer agrees to implement a Dental Plan (equivalent to Blue Cross #9 Plan). The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions. Annual maximum per insured person is fifteen hundred dollars (\$1,500.00).

Fluoride treatments will be covered only for persons under the age of eighteen (18) years. Dental plan recalls for persons eighteen (18) and older is on a nine (9) month basis.

Effective the first full month following the date of ratification, the Dental Plan will be based on a one (1) year lag in the ODA Fee Guide and the annual maximum per insured person will be increased to two thousand dollars (\$2,000.00)

23.06 **Hearing Aid**

The Employer agrees to implement a three hundred dollar (\$300.00) Hearing Aide Benefit.

23.07 **Benefits Enrolment Requirements**

Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Such employees who elect to enrol will be eligible after completion of probation. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enrol in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July each year.

Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- a. Life - when coverage approved
- b. Dental - *\$200 maximum benefit coverage/person
- c. EHC
 - i. Drugs - *\$150 maximum benefit coverage/person
 - ii. Hearing - no benefit during first six (6) months

* During twelve (12) months of coverage

23.08 **Change of Carrier**

The Employer shall provide to the Union and each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims are a matter between the employee and the insurer.

The Employer will notify the Union and will provide a minimum of thirty (30) days' notice prior to substituting carriers if it intends to change the insurance carrier.

23.09 **Benefit Grievance Resolution**

- a. The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- b. Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- c. If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limits, then the

grievance shall be referred to a single arbitrator. If the parties do not agree on the arbitrator, they shall utilize the list in (f) below.

- d. The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- e. The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- f. The arbitrators for this process shall be Norm Jesin or Laura Trachuk.
- g. The arbitrator shall render a decision within (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- h. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- i. This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

- j. The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- k. The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- l. If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

23.10 Proration formula benefits for employees who work less than seventy-five (75) hours biweekly

Accrual and payment of paid holidays and all benefits include shared cost arrangements for all employees shall be on a prorata basis of hours regularly worked in relation to seventy-five (75) hours biweekly.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by nine hundred and seventy-five (975) and then multiplying by one hundred (100).

Effective July 1, 2006, the prorate formula divisor will be changed to nine hundred and fifty (950) hours.

(The predetermined six (6) month period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable

shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st).

Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.

When an employee is on:

- a. Pregnancy leave
- b. Parental leave
- c. Approved leave of absence in excess of thirty (30) continuous calendar days proration upon return, shall be based on the percentage (%) in effect prior to commencement of the leave.

Employees who regularly work more than sixty-six (66) hours biweekly, shall have one hundred percent (100%) of Employer portion of insured benefits paid.

Holiday and vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

N.B. Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows:

- a. Holiday pay – based on proration formula
- b. Vacation pay – percentage (%) of gross earnings

23.11 **New Hires**

All newly-hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. The percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the Employer's paid share of premiums and benefits, and holiday pay.

23.12 For employees regularly scheduled to work forty-five (45) hours bi-weekly or less

Payment in lieu of benefits

Part-time employees, upon completion of ninety (90) calendar days of employment, will receive forty cents (\$0.40) per hour in lieu of Extended Health Coverage (Semi-Private, if any, Hearing, Vision, Drugs and other Extended Health benefits), Dental Plan, Sick Leave and Weekly Indemnity Coverage. Effective the second full pay period following the date of ratification of the Memorandum of Settlement, the forty cents (\$0.40) per hour in lieu will be increased to fifty cents (\$0.50) per hour in lieu. The Employer will pay one hundred percent (100%) of the premium toward a flat rate life insurance of fifteen thousand dollars (\$15,000.00).

23.13 For employees post age 65

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:

- a. reduce life insurance and AD&D by fifty percent (50%);
- b. major medical;
- c. vision care;
- d. dental;
- e. hearing;
- f. prorata formula;
- g. first two (2) weeks of the short-term sick leave.

In any event, once an employee reaches age seventy (70) and she continues to be employed she shall automatically receive fifty cents (\$0.50) in lieu, which is in-lieu of the above listed benefits.

ARTICLE 24 - PENSION

Effective two (2) months following the date of ratification of the Memorandum of Settlement, all eligible employees will be enrolled in the CLAC Pension Plan and the following provision will apply.

24.01 The CLAC Pension Plan (“the Plan”), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement.

24.02 All employees (except students) shall be enrolled after nine hundred and seventy-five (975) hours worked.

24.03 Each pay period, the Employer shall remit to the CLAC Remittance Processing Centre (“RPC”), for each eligible

employee, an Employer contribution equal to four percent (4%) of all straight time wages and an employee contribution equal to four percent (4%) of all straight time wages. The contributions will vest in accordance with the rules of the Plan.

- 24.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the RPC, additional voluntary employee pension contributions which are above and beyond those contributions outlined in Article 24.03. It is understood that such voluntary contributions will not be matched by the Employer. A request for such deductions shall be submitted to the Employer on a form provided by the Plan and a copy of the completed form shall be sent to the RPC along with the first remittance of such voluntary contributions.
- 24.05 The total amount of pension contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee.
- 24.06 The Employer will remit the employees' and the Employer's contributions to the RPC within thirty (30) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable for each. Employer, employee and voluntary contributions will be recorded separately on the remittance and sent to CLAC Remittance Processing Centre

at 89 South Service Rd., PO Box 219, Grimsby ON L3M 4G3.

24.07 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the Employer's contributions in Article 24.03 will be paid to that employee on each pay cheque.

24.08 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits or to fund and deficit in the Plan.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the employer would have under the above 24.03 of this defined contribution plan.

24.09 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Plan Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee are:

a. To be provided once only at Plan commencement

- Date of hire
 - Date of birth
 - Date of first remittance
 - Seniority list to include hours from date of hire to Employer's fund entry date
- b. To be provided with each remittance
- Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- c. To be provided periodically
- Addresses as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
 - Termination date when applicable
- d. To be provided once, if they are readily available
- Gender
 - Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated

account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 25 - WSIB

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

- a. The Employer shall continue to pay its share of any and all health and welfare benefits in accordance with legislative requirements.
- b. Subsequent to the period referred to in a) above, benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.

It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue only so long as the employment relationship between the Employer and employee continues.

- c. An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise during the absence covered by WSIB.
- d. If a person on WSIB returns to his/her employment, for purposes of calculating vacation entitlement in the year of her return, service will accrue while on WSIB.
- e. The employee will be eligible for benefits in accordance with the WSIB.

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

25.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 12) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

25.04 The injured employee shall have a period of thirty-six (36) months from the date of injury within which she shall preserve the seniority which she had accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

25.05

- a. If an employee returns to work within the thirty-six (36) month mentioned in Article 25.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)
- b. If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classifications and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- c. If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in Article 25.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 20. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

This clause shall be interpreted consistent with the *Ontario Human Rights Code*, and the *Workplace Safety and Insurance Act*.

- 25.06 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

The clause shall be interpreted consistent with the *Ontario Human Rights Code*, and the *Workplace Safety and Insurance Act*.

25.07 **WSIB Board Challenge**

In the event that the Employer challenges a WSIB claim, 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 for WSIB for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit

to which she would be entitled under the sick leave plan, Article 26. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the 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 26. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 26 - SICK LEAVE

26.01 Pay for sick leave is for the sole and only purpose of protecting employees against the loss of income when they are legitimately ill and will be granted to full-time employees on the following basis:

- a. Absence for injury compensable under the provisions of the *Workplace Safety and Insurance Act* shall not be charged against sick leave credits.
- b. Full-time employees who have completed their probationary period will accrue seven and a half (7 ½) hours per one hundred and sixty-two and a half (162 ½) hours worked to a maximum of fifty-two and a half (52 ½) hours. Days accrued shall be utilized to pay the first seven days of legitimate personal illness or injury.
- c. The employee will receive E.I. sick leave for weeks three (3) through seventeen (17) of any legitimate illness or injury and such pay will be topped up to sixty-six and two thirds percent (66 2/3%) of straight-time scheduled wages lost by the Employer.

The employee shall endeavour to provide proof of receipt of EI benefits to the Employer within two (2) weeks of receipt of the employee's EI benefits.

- d. The Employer will pay one hundred percent (100%) of the billed premium towards coverage of full-time employees who have completed their probationary period and who meet the eligibility requirements of the insurer under a weekly indemnity plan covering legitimate illness or injury for weeks eighteen (18) through twenty-five (25) of any legitimate illness or injury. Payment under weekly indemnity will be sixty-six and two thirds percent (66 2/3%) of straight time scheduled wages lost.
- e. The Employer may request proof of disabling accident or sickness:
 - i. For any absence in excess of two (2) days.
 - ii. For the fourth (4th) and succeeding illness in the sick leave year.
 - iii. When the employee is absent on either her last scheduled shift immediately preceding a holiday or her first scheduled shift immediately following the holiday, or the employee fails to report for her scheduled shift on a holiday.
 - iv. If the Employer requires a sick leave certificate in accordance with past practice of the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate to a maximum of twenty-five dollars (\$25.00). In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such

circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

- f. If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.
- g. The right to sick leave shall cease upon notice of termination of employment.
- h. The Employer requests any employee absenting himself on account of personal illness to give on the first day of illness two (2) hours notice of absence if on a weekday day shift and four (4) hours' notice of absence if on a weekend day shift or on evening or night shift, unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- i. Employees are requested to notify the Home of their intention to return to work after illness at least eight (8) hours prior to the start of the shift on which they plan to return. Failure to do so may result in no work being available for that shift.
- j. When sick leave exceeds ten (10) days in any one (1) month, no sick leave credits shall accumulate during that month.
- k. An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave

plan up to ten (10) weeks prior to the expected date of delivery subject to Article 16.08.

- I. The Employer will notify the employees of their accumulation of sick leave on request.

26.02 If a full-time employee returns to work within fifty-two (52) weeks following the commencement of an illness, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift as designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

26.03 The Employer must file the Record of Employment within five (5) calendar days following interruption of earnings. Any related disputes will be dealt with pursuant to Article 23.09.

ARTICLE 27 - COMPENSATION

27.01 Retroactivity

Due to special circumstances, the Employer agrees that the wage adjustments will be made from the start of pay period that is closest to the specified date of the adjustment.

The retroactive wage adjustments shall be paid within forty-five (45) days from the date of ratification of the Memorandum of Settlement. Retroactivity shall be based on wages only, based on hours paid by the Employer.

Employees who have left their employment will be notified by pre-paid post within sixty (60) days of the effective date of ratification of the Memorandum of Settlement, of their last known address. Entitlement is lost if not claimed within thirty (30) calendar days after receiving notice.

27.02 New Classification

When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that the notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality cause such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates of other classifications in the

bargaining unit having regard to the requirements of such classifications.

The parties further 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.

27.03 **Wage Progression**

Full-time employees within their position classification will progress from the “start rate” to the “one year rate” and so on, on the basis of nineteen hundred and fifty (1950) hours worked at the “start rate” to the “one year rate” and so on. Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and paid for under the WSIB shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

Part-time employees within their position classification will progress from the “start rate” to the “one year rate” and so on, on the basis of eighteen hundred (1800) hours worked at the “start rate” to the “one year rate” and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the WSIB shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

27.04 When an employee is assigned to perform the duties and assume the responsibilities of higher paying classification in the bargaining unit, she shall be paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.

27.05 The Employer will show on all employees pay stubs their accumulated sick bank and vacation bank. Employees at any time may request the hours in their accumulated sick bank.

27.06 Recognition of Previous Experience – RPN’s only

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

Note: All RPN’s who are employed as of the date of ratification of the Memorandum of Settlement will be provided with the opportunity to provide reasonable proof of such recent related experience and if established will be credited on the wage grid in accordance with the above. Current RPN’s are encouraged to provide that proof within thirty (30) days of the ratification of the Memorandum of Settlement. The adjusted rate will be effective as of the later date of:

- i. thirty (30) days following the date of ratification of the Memorandum of Settlement or;
- ii. the date that the employee provides proof of the recent related experience.

ARTICLE 28 - BULLETIN BOARDS

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

ARTICLE 29 - PAY DAYS

29.01 Employees shall be paid every two (2) weeks no later than the first Friday following the close of the work week. Employees shall be paid through direct deposit.

29.02 Errors on Pay cheques

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) 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 30 - INTERPRETATION

30.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

ARTICLE 31 - PERSONNEL FILES

31.01 Letters of Reprimand

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, provided the employee has remained discipline free during that period, except in the case of incidents involving residents, workplace violence, or workplace harassment, in which cases the record will remain on file if the complaint is not reversed through settlement or arbitration. Leaves of absence in excess of thirty (30) continuous calendar days will not be counted towards the twelve (12) month period noted above.

31.02 Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, provided the employee has remained discipline free during that period, except in the case of incidents involving residents, workplace violence and workplace harassment, in which cases the record will remain on file if the complaint is not reversed through settlement or arbitration. Leaves of absence in excess of thirty (30) continuous calendar days will not be counted towards the eighteen (18) month period noted above.

31.03 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall be advised of their right, to the presence of the Union Steward or Union Committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

If more than one (1) steward or committee member is on shift, the employee will be allowed to select which steward or member she wishes to attend. When an employee declines

representation under this provision, the employee will be requested to sign a form to that effect, as developed through the Labour Management Committee.

The employee and, if applicable, the Union Steward or Committee member shall be informed in advance that the meeting is disciplinary in nature.

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

ARTICLE 32 - RENEWAL AMENDMENT AND TERMINATION

32.01 This Agreement shall continue in effect until December 15, 2016, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

32.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

32.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new

Agreement or completion of the proceedings prescribed under the Labour Relations Act, 1980, of the Province of Ontario RSO 1980 c 228, as amended and the *Hospital Labour Disputes Arbitration Act*, RSO c 205 as amended, whichever should first occur.

ARTICLE 33 - WAGES

33.01 Attached hereto and forming part of this Agreement is Schedule A relating to job classification and rates of pay.

ROBERTA PLACE (NURSING HOME)



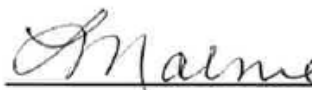
For the Employer



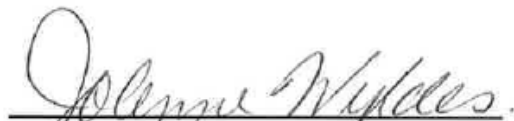
For the Employer

Signed this 23 day of June, 20 15.

HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304, CLAC



For the Union



For the Union



For the Union



For the Union

Signed this 26 day of June, 20 15.

It is agreed that the wage rates include pay equity and are in compliance with and fully satisfy any and all pay equity obligations under the *Pay Equity Act*.

SCHEDULE "A"

Full-Time and Part-Time Employees

December 16, 2014

Classification	Start	3 mths	6 mths	1 year	2 yrs	3 yrs
Nurse Aide	\$17.377	\$17.662	\$18.017	\$18.718	\$18.860	\$19.050
Personal Support Worker/Activation Aide	\$17.891	\$18.179	\$18.464	\$19.369	\$19.536	\$19.738
Registered Practical Nurses	\$22.950	\$22.950	\$22.950	\$23.436	\$23.959	\$24.423

December 16, 2015

Classification	Start	3 mths	6 mths	1 year	2 yrs	3 yrs
Nurse Aide	\$17.603	\$17.892	\$18.251	\$18.961	\$19.105	\$19.297
Personal Support Worker/Activation Aide	\$18.124	\$18.415	\$18.704	\$19.621	\$19.790	\$19.994
Registered Practical Nurses	\$23.249	\$23.249	\$23.249	\$23.740	\$24.271	\$24.740

Nurse Aides who obtain the Personal Support Worker Certificate will be reclassified as Personal Support Workers.

Employees who work as Activity Aides and who hold a Personal Support Worker Certificate or Recreation Certificates shall receive the Personal Support Worker rate.

Definitions:

A Registered Practical Nurse (RPN) is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in

accordance with the Regulated Health Professions Act, and the Nursing Act.

A Practical Nurse (PN) is a nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration she or he will be deemed to be not qualified for the position of Registered Practice Nurse and she or he will be terminated from the employ of the Nursing Home. Such termination shall not be subject of a grievance or arbitration.

A Nurse who holds a Temporary Certificate of Registration will be classified, for purposes of salary, at the RPN probation rate.

LETTER OF UNDERSTANDING #1

Between

**ROBERTA PLACE (NURSING HOME)
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

Re: Students

Students employed during the school vacation periods will be compensated on the following schedule.

Note: Student rate shall be as follows:

Year one – 75% of NA base rate


Year two – 85% of NA base rate

Year three – 95% of NA base rate

Notwithstanding the above, RN or RPN students who have successfully completed one year or more of post-secondary education will receive one hundred percent (100%) of the Nurse Aide rate.

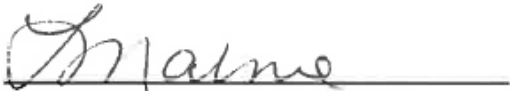
ROBERTA PLACE (NURSING HOME)



For the Employer


For the Employer

Signed this 23 day of June, 20 15.

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL
304, CLAC**


For the Union


For the Union


For the Union


For the Union

Signed this 26 day of June, 20 15.

LETTER OF UNDERSTANDING #2

Between

**ROBERTA PLACE (NURSING HOME)
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**


Re: Annual Medicals

The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to arbitration.

ROBERTA PLACE (NURSING HOME)



For the Employer



For the Employer

Signed this 23 day of June, 2015.

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL
304, CLAC**

Marnie
For the Union

Joanne Mycles
For the Union

Budda Lynn
For the Union

Adomas
For the Union

Signed this 26 day of June, 2015.

LETTER OF UNDERSTANDING #3

Between

ROBERTA PLACE (NURSING HOME)
(hereinafter referred to as "the Employer")

and

HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")

Re: Credit Check Letters

Upon written request to the Administrator, and with reasonable notice, the Employer will provide an employee a letter of employment in the following format. Employees will not make such requests more than three times (3x) per year.

(letterhead)

Date

To whom it may concern:

This letter will confirm **(employee name)** has been employed by **(Employer name)** since **(date of hire)**.

(Employee name) is currently employed as **(classification)**. The current hour rate for this position is **\$(wage rate)**.

For the calendar year **(year)**, employee's earnings per T4 statement were **\$(amount)**.

ROBERTA PLACE (NURSING HOME)



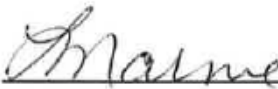
For the Employer



For the Employer

Signed this 23 day of June, 2015.

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL
304, CLAC**



For the Union



For the Union



For the Union



For the Union

Signed this 26 day of June, 2015.

LETTER OF UNDERSTANDING #4

Between

**ROBERTA PLACE (NURSING HOME)
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

Re: Full-time employee special scheduling arrangements

1. The Employer may agree at its sole discretion to adjust the schedule of an individual full-time employee with five (5) years or more service from seventy-five (75) hours, ten (10) – seven and one half (7.5) hour shifts bi-weekly, to nine (9) – seven and one half (7.5) hour shifts bi-weekly on a permanent basis (hereinafter referred to as “the special scheduling arrangement”).

It is further understood that the Employer will not normally approve more than one (1) bargaining unit employee within a classification to be on such an arrangement at any one (1) time, except in the PSW classification where the Employer may in its sole discretion approve up to three (3) PSWs to be on such a special arrangement at the same time.

2. Such special scheduling arrangements will only be approved if continuity of resident care is maintained. Accordingly, the Employer will first offer the shift that is to be dropped to the full-time employee’s part-time shadow. If the part-time shadow

does not agree to work the dropped shift, then the Employer will offer, in order of seniority, the shift to those part-time employees who are on the same rotation. If accepted, the employee on the same rotation will accept the dropped shift, then the Employer will not approve the special scheduling arrangement.

3. The following terms and conditions would apply to any approved special scheduling arrangement:
 - a. The shift to be dropped shall be determined by the Employer. In no circumstance will the dropped shift be a weekend shift.
 - b. For the employee who drops a shift, it is a permanent arrangement, subject to paragraph 4. However, when that employee permanently ceases to work that position for whatever reason (for example and without limiting the foregoing: resignation, retirement, termination, layoff, displacement through layoff, etc.), the position will be reposted as a ten (10) shift position, with the dropped shift included back in the posting.
 - c. Accordingly, the part-time employee who works the dropped shift is awarded the shift on a temporary basis. There is no guarantee for the part-time employee of continuing to work the dropped shift. The elimination of the shift from the part-time employee's line upon the full-time employee ceasing to work the position or for any other reason, as provided in b) above or paragraph 4, or the transfer of the shift to another line or position for any reason will not constitute a layoff under the provisions of the collective agreement and will not trigger the layoff notice or bumping provision or any other layoff provisions.
 - d. It is understood that part-time employees who increase their hours through the addition of the dropped shift(s) will not change their status from part-time to full-time.

- e. Although the full-time employee will retain her full-time status, all of the full-time employee's compensation entitlements will be pro-rated to reflect that the full-time employee is only working 9/10th of a "full seventy-five (75) hour bi-weekly schedule.
- i. The pro-ration formula and methodology set out in Article 23.10 will apply to the pro-ration of paid holidays and all benefits including shared cost arrangements to the full-time employee except that, Article 23.10 will be deemed to be amended as set out below in order to clarify that full pro-ration applies to these special scheduling arrangements:

22.11 Proration formula benefits for employee who work less than seventy-five (75) hours bi-weekly

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on prorata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by nine hundred and seventy-five (975) and then multiply by one hundred (100).

Effective July 1, 2006, the prorata formula divisor will be changed to nine hundred and fifty (950) hours.

(The predetermined six [6] month period shall coincide with the pay period ending around

June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.)

Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.

When an employee is on:

- a. pregnancy leave;
- b. parental leave;
- c. approved leave of absence in excess of thirty (30) continuous calendar days proration upon return, shall be based on the percentage (%) in effect prior to commencement of the leave.

N.B. Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows:

- a. holiday pay – based on proration formula;
- b. vacation pay – percentage (%) of gross earnings.

- ii. Progression on the vacation grid will be in accordance with 22.14

4. Either the Employer or the full-time employee may unilaterally terminate an approved special scheduling arrangement with thirty (30) days written notice to the other party.

However, where a full-time terminates a special scheduling arrangement, the Employer will only consider a future request from the employee in the most extenuating of circumstances.

ROBERTA PLACE (NURSING HOME)


 For the Employer
 
 For the Employer

Signed this 23 day of June, 2015.

HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304, CLAC


 For the Union
 
 For the Union


 For the Union
 
 For the Union

Signed this 26 day of June, 2015.

LETTER OF UNDERSTANDING #5**Between****ROBERTA PLACE (NURSING HOME)
(hereinafter referred to as "the Employer")****and****HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")****Re: Scheduling guidelines for the Scheduling of Additional
Available Replacement Shifts**

The parties have agreed to the following process for the scheduling of additional available shifts on the posted work schedule amongst those full-time employees who are regularly scheduled less than seventy-five (75) hours biweekly who have indicated a willingness to work additional shift and amongst all part-time employees. It is understood that the objective is for the Employer to post work schedules with no unfilled shifts or "gaps" in the schedule.

1. Prior to the posting of the work schedule, additional available replacement shifts will be scheduled amongst employees within the applicable classification in accordance with the following process and sequence, except as provided for in Article 22.16:
 - i) First, on an as equitable basis as possible to those full-time employees who are regularly scheduled less than seventy-five (75) hours biweekly*, up to a maximum of seventy-five (75) hours biweekly, subject to paragraph 2 below.

- ii) Second, on an as equitable basis as possible to those regular scheduled part-time employees who have a master line rotation, up to a maximum of seventy-five (75) hours biweekly.
- iii) Third, on an as equitable basis as possible to part-time employees who do not have master line rotations.

The Employer will bypass an employee in scheduling a replacement shift if the working of the shift by the employee would result in the payment of overtime or a scheduling premium penalty or if the working of the shift by the employee would result in a violation of any scheduling provision.

2. *It is understood that this Letter of Understanding does not apply to those full-time employees who have been granted a special scheduling arrangement of nine (9) shifts biweekly pursuant to the Letter of Understanding Re: Full-Time Special Scheduling Arrangements.

It is further understood that the posting of additional available replacement shifts for the other full-time employees who are regularly scheduled less than seventy-five (75) hours only applies to those full-time employees who have indicated willingness in writing to be scheduled for extra available shifts above their master line rotations. A full-time employee who so indicates a willingness to be scheduled for extra available shifts must provide availability to the Employer in accordance with the process set out in paragraph 3 below.

3. It is agreed that all part-time employees, those with master line rotations and those without master line rotations, must provide the Employer two (2) weeks prior to the posting of the work schedule with reasonably availability to be scheduled to work as provided for under Article 4.07 b) as follows:

- 4.07 b. i. All part-time employees must provide the Employer two (2) week prior to the posting of their work schedule with reasonable availability to be scheduled to work, with those part-time employees who have regular master line rotations being reasonably available to be scheduled to work additional shifts over their master line rotation, if required. The Employer will make reasonable efforts to consider the employees' availability when constructing the work schedule, with it being understood that the Employer may schedule an employee to work a shift for which the employee has not provided availability in order to fill a shift.
- ii. Notwithstanding the above, for the period of December 15th to January 8th, all part-time employees must provide their reasonable availability for the period to the Employer by November 1st.

It is further understood that a full-time employee with a master line of less than seventy-five (75) hours biweekly who has indicated a willingness to work extra available shifts must also provide their availability to the Employer two (2) weeks prior to the posted work schedule on the same basis as set out above, except for the period of December 15th to January 8th, when the availability must be provided by November 1st.

It is understood that a part-time employee who fails to so provide availability to the Employer will be deemed to be available to be assigned additional shifts, as will a full time employee who is regularly scheduled less than seventy-five (75) hours and has indicated a willingness to be scheduled extra shifts but then fails to provide availability.

- 4. The parties agree that in the event that a part-time employee is scheduled to work forty-five (45) hours or more in a bi-weekly period under the terms of this Letter Re Additional Available Replacement Shifts, the part-time employee will retain her part-time status.

ROBERTA PLACE (NURSING HOME)

[Signature] For the Employer [Signature] For the Employer

Signed this 23 day of June, 2015.

HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304, CLAC

[Signature] For the Union [Signature] For the Union
[Signature] For the Union [Signature] For the Union

Signed this 26 day of June, 2015.

LETTER OF UNDERSTANDING #6

Between

**ROBERTA PLACE (NURSING HOME)
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

Re: Liability Insurance

Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide her or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for Health Professionals in the Home's employ.

It is understood and agreed that the provision of the above noted letter in no way obligates the Employer to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable LTC legislation or regulation.

ROBERTA PLACE (NURSING HOME)

[Signature] For the Employer [Signature] For the Employer

Signed this 23 day of June, 2015.

HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304, CLAC

[Signature] For the Union [Signature] For the Union
[Signature] For the Union [Signature] For the Union

Signed this 26 day of June, 2015.

HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304, CLAC

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