

# **COLLECTIVE AGREEMENT**

- between -

# **BANWELL GARDENS**

- and -



**UNIFOR AND IT'S LOCAL 2458**

**August 1<sup>st</sup>, 2016 – to – July 31<sup>st</sup>, 2019**

ARTICLE 1 – PURPOSE .....	3
ARTICLE 2 – DEFINITIONS .....	3
ARTICLE 3 – RECOGNITION .....	4
ARTICLE 4 – UNION SECURITY AND CHECK-OFF .....	4
ARTICLE 5 – STRIKES AND LOCK-OUTS .....	5
ARTICLE 6 – RESERVATIONS TO MANAGEMENT .....	5
ARTICLE 7 – UNION REPRESENTATION AND NEGOTIATING COMMITTEE .....	6
ARTICLE 8 – GRIEVANCE PROCEDURE .....	8
ARTICLE 9 – ARBITRATION .....	11
ARTICLE 10 – WORK OF THE BARGAINING UNIT .....	12
ARTICLE 11 – PROMOTIONS .....	13
ARTICLE 12 – PROBATIONARY EMPLOYEES .....	13
ARTICLE 13 – SENIORITY .....	13
ARTICLE 14 – LOSS OF SENIORITY AND TERMINATION OF SERVICES .....	14
ARTICLE 15 – JOB POSTING .....	18
ARTICLE 16 – JOB CLASSIFICATIONS AND WAGES .....	19
ARTICLE 17 – PAYMENT OF WAGES .....	20
ARTICLE 18 – UNIFORMS .....	20
ARTICLE 19 – HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS .....	20
ARTICLE 20 – PAID HOLIDAYS .....	25
ARTICLE 21 – VACATION WITH PAY PLAN .....	26
ARTICLE 22 – HEALTH AND WELFARE .....	28
ARTICLE 23 – LEAVE OF ABSENCE .....	33
ARTICLE 24 – SICK LEAVE .....	37
ARTICLE 25 – GENERAL .....	40
ARTICLE 26 – JOB DESCRIPTIONS .....	40
ARTICLE 27 – RETROACTIVITY .....	40
ARTICLE 28 – SHIFT PREMIUM .....	41
ARTICLE 29 – PART TIME WAGE PROGRESSION .....	41
ARTICLE 30 – HEALTH AND SAFETY .....	41
ARTICLE 31 – DURATION AND TERMINATION .....	45
ARTICLE 32 – NO DISCRIMINATION / HARASSMENT/BULLYING .....	45
ARTICLE 33 – EDUCATION FUND .....	46
ARTICLE 34 – HARASSMENT POLICY IN RESPECT OF UNIFORM MEMBERS .....	46
ARTICLE 35 – SUNSET CLAUSE .....	48
SCHEDULE "A" – STANDARD HOURLY WAGE RATES .....	50
LETTER OF UNDERSTANDING #1 – VACATION SCHEDULING FOR PERIOD MAY 15 <sup>TH</sup> TO SEPTEMBER 15 <sup>TH</sup> .....	51
LETTER OF UNDERSTANDING #2 – PARKING .....	52
LETTER OF UNDERSTANDING #3 – MEDICAL CERTIFICATES .....	52
LETTER OF UNDERSTANDING #4 – CHRISTMAS NEW YEAR'S SCHEDULE AND ARTICLES 20:02 AND 21:08 .....	53
LETTER OF UNDERSTANDING #5 – ORIENTATION .....	53
LETTER OF UNDERSTANDING #6 – CALL-IN PROCEDURE FOR PART TIME EMPLOYEES, THE AVAILABILITY OF PART TIME EMPLOYEES AND OTHER MATTERS .....	53
LETTER OF UNDERSTANDING #7 – PENSION .....	54
LETTER OF UNDERSTANDING #8 – RED CIRCLED EMPLOYEES .....	54
LETTER OF UNDERSTANDING #9 – HOUSEKEEPING SCHEDULE .....	55
LETTER OF UNDERSTANDING #10 – VIOLENCE AGAINST WOMEN .....	55
LETTER OF UNDERSTANDING #11 – RAI RESULTS .....	55
LETTER OF UNDERSTANDING #12 – UNION OFFICE .....	55
LETTER OF UNDERSTANDING #13 – RE: SICK BANK .....	56
LETTER OF UNDERSTANDING #14 – RESIDENT ABUSE .....	56
LETTER OF UNDERSTANDING #15 – CHIROPRACTIC / EYE EXAM .....	56
LETTER OF UNDERSTANDING #16 – INVESTIGATION OF ALLEGED RESIDENT ABUSE .....	57
LETTER OF UNDERSTANDING #17 – GREENSHIELD .....	57
LETTER OF UNDERSTANDING #18 – CLOSURE TO AVOID THE UNION LANGUAGE .....	57
LETTER OF UNDERSTANDING #19 – RPN PRACTICE .....	57
LETTER OF UNDERSTANDING #20 – WSIB FORM 7 .....	57
LETTER OF UNDERSTANDING #21 – PART TIME PREFERRED DAYS OFF .....	58
LETTER OF UNDERSTANDING #22 – EDUCATION .....	58
LETTER OF UNDERSTANDING #23 – WOMEN'S ADVOCATE .....	58
LETTER OF UNDERSTANDING #24 – WORKLOAD REVIEW .....	58
LETTER OF UNDERSTANDING #25 – MANDATORY EDUCATION AND IN-SERVICES .....	59
LETTER OF UNDERSTANDING #26 – VACATION .....	59
LETTER OF UNDERSTANDING #27 – RE: HOLIDAY PAY .....	60
APPENDIX "A" – WORKLOAD REVIEW FORM .....	61
NOTE: RE: ROTATING SECTIONS .....	62
NOTE: RE: SERVICE WORKER TRAINING .....	62
NOTE: .....	62

## **ARTICLE 1 – PURPOSE**

- 1:01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this collective agreement.

## **ARTICLE 2 – DEFINITIONS**

- 2:01 The term "employee" when used in this Agreement shall mean a person employed by the Employer within the bargaining unit described in Article 3:01 of this Agreement.
- 2:02 The term "Committeeperson" when used in this Agreement shall mean an employee who has been appointed, elected or otherwise selected as a Committeeperson as provided in this Agreement.
- 2:03 The term "Executive Director" when used in this Agreement shall mean the Administrator of the Employer at the Home.
- 2:04 The term "probationary employee" when used in this Agreement shall mean an employee who has not acquired seniority as per the provisions of Article 12.
- 2:05 The term "part time employee" when used in this Agreement shall mean an employee who has completed his probationary period and is regularly scheduled to work forty-five (45) hours or less bi-weekly.
- 2:06 The term "full time employee" when used in this Agreement shall mean an employee who has completed his probationary period and is regularly scheduled to work more than forty-five (45) hours bi-weekly.
- 2:07 Summer Relief  
The Union recognizes the right of the Employer to utilize summer relief employees ("summer relief") between May 15<sup>th</sup> and September 15<sup>th</sup>, both inclusive in each year.

Summer relief employees are intended to replace employees on vacation. They are only scheduled to work where all part time employees have been scheduled to work at least six (6) shifts, and consistent with the expressed wishes of the part time employee to a maximum of ten (10) shifts. Part time employees will all be called in for call-in before any summer relief employees are called.

Summer relief employees may have their employment terminated at any time, without notice beyond that required by legislation.

Summer relief will be paid at the start wage for their position. No other provision of the Collective Agreement will apply. Other benefits will only be provided in accordance with the Employer's obligation under legislation, or at the Employer's sole discretion.

Without restricting the generality of the foregoing, summer relief do not gain seniority. If they successfully apply for a position, then their employment as a summer relief will be concluded, and they would be rehired as a regular employee. Their seniority date would be the date of hire as a regular employee.

Summer relief may be orientated between May 1<sup>st</sup> and May 15<sup>th</sup>.

### **ARTICLE 3 – RECOGNITION**

- 3:01 The Employer recognizes the Union as the sole bargaining agent for all employees of the Employer, save and except professional medical staff, registered nurses, registered dieticians, supervisors, persons above the rank of supervisor and office staff.
- 3:02 The Employer undertakes that it will not enter into any other agreement or contract with any employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.
- 3:03 The Employer agrees not to contract out any work performed by employees in the bargaining unit as of July 29, 1986.
- 3:04 The parties agree that there shall be no discrimination, intimidation or coercion by or on behalf of the Employer or Union.
- 3:05 The parties agree to abide by the Ontario Human Rights Code (as amended from time to time).
- 3:06 The Company and the Union each agree not to interfere with, restrain, coerce or discriminate against employees with respect to union membership or participation in lawful union activities.

### **ARTICLE 4 – UNION SECURITY AND CHECK-OFF**

- 4:01 The Employer will deduct union dues, including the union initiation fee and monthly dues, from the wages of all employees for union dues deductions as a condition of employment.
- 4:02 The Employer agrees during the lifetime of this Agreement to deduct whatever sum may be authorized from the first pay due each calendar month, and to remit same not later than the 20<sup>th</sup> day of the same month to the Secretary-Treasurer of the Local Union. Any such authorization shall be in duplicate and shall be signed by the employee concerned and witnessed. It shall be in the form heretofore set forth, and shall take effect on the next payroll deduction after receipt by the Employer. One copy of such authority shall be filed with the Employer and one copy shall be filed with the Local Union. The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made, with the employee's classification.

The Employer will provide to the Union Chairperson a listing of the names, addresses and classifications of all employees in the bargaining unit. On a monthly basis, the

Employer will provide the Union Chairperson the names of employees in the bargaining unit who have terminated, been terminated and those who have resigned, as well as the employees who have not remitted dues in that month as a result of some form of absence where Union Dues cannot be deducted by the Employer, including weekly indemnity.

Further, when part time dues are remitted to the union, a list of the number of hours worked by each part time employee during the month for which dues are being remitted shall also be included.

- 4:03 The Union will save the Employer harmless from any claim that may arise from any deductions for wages in respect of check-off of monthly assessments or any action taken at the request of the Union.
- 4:04 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee of the bargaining unit once during their orientation period for the purpose of informing such employee of the existence of the Union in the Nursing Home. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.
- 4:05 Except as otherwise provided in this Agreement, the Union shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the management of Banwell Gardens.
- 4:06 The Employer agrees to indicate on each employee's T4 slip the amount deducted in each calendar year as Union dues.

## ***ARTICLE 5 – STRIKES AND LOCK-OUTS***

- 5:01 It is mutually agreed that no strikes will be permitted by the Union, and to this end the Union will take affirmative action and no lock-out will occur by the Employer during the life-time of this Agreement.
- 5:02 The terms "Strike and Lockout" as used in Article 5:01 above shall be in accordance with the Ontario Labour Relations Act and the Hospital Labour Disputes Arbitration Act (1980) and amendments thereto.

## ***ARTICLE 6 – RESERVATIONS TO MANAGEMENT***

- 6:01 The Union recognizes the right of the Employer to hire, promote, transfer, suspend or otherwise discipline and discharge any employee, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

6:02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities.

## **ARTICLE 7 – UNION REPRESENTATION AND NEGOTIATING COMMITTEE**

7:01 The Union acknowledges that the Committeepersons and members of the Union Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Each Committeeperson shall, with the consent of his supervisor, be permitted to leave his regular Employer duties for a reasonable length of time to function as a Committeeperson as this Agreement provides. Such consent from the supervisor shall not be unreasonably withheld. With this understanding, the Chairperson or Committeepersons and members of the Union Committee shall not suffer any loss in pay for time spent on grievances and while attending negotiating meetings.

7:02 (a) The Union shall inform the Employer in writing of the names of the Committeepersons and Committee members and of any changes in the names of the Committeepersons and the Committee members. The Employer shall inform the Union in writing of the names of the supervisors and department heads and of any change in the names of the supervisors and department heads.

(b) When a meeting is required to be held between the Employer and the Union Committee it will normally be held during regularly scheduled working hours, unless mutually agreed otherwise. Union Committee members attending such meetings on their regularly scheduled hours of work shall suffer no loss of pay.

7:03 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Committeeperson present when the disciplinary action is taken, provided that a Committeeperson is readily available to attend. It is the Employer's responsibility to inform the employee of his right to request such representation.

When a representative is required, the employer shall arrange for the union representative to be at the meeting.

7:04 The Chairperson shall be allowed a maximum of two (2) hours per week during regular scheduled hours to deal with union business. It is understood the purpose of this Article is to allow the Chairperson to deal with union issues with as little interruption to resident care as possible. The Chairperson shall be paid by the employer her regular rate of pay.

This time shall be the only time used for dealing with union business during regular scheduled hours (on Wednesday afternoon). In order to ensure that resident care is not interrupted, the Chairperson and her immediate supervisor shall mutually agree to a schedule on a biweekly basis.

Further, it is understood that such Union time is in addition to the time set out in 7:01 above.

- 7:05 The Employer acknowledges the right of the Union to appoint, elect or otherwise select Committeepersons to represent employees in the negotiation and renewals of collective agreements and to assist employees in presenting their grievances and dealing with any matter which properly arises for its consideration. The Employer agrees to recognize four (4) Committeepersons and one (1) Chairperson, all of whom will have completed their probationary period.
- 7:06 The Union acknowledges that the Committeepersons and members of the negotiating committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Each Committeeperson shall, with the consent of his supervisor, be permitted to leave his regular Company duties for a reasonable length of time to function as a Committeeperson as in this Agreement provided, including time to meet with the President of the Local Union or a Representative of the Union about a grievance. The President of the Local Union or Representative shall seek consent for such meeting from the Administrator, or her designate. Such consent from the supervisor or Administrator or designate will not be unreasonably withheld. A meeting with the President of the Local Union or the Representative of the Union and the committee person shall be in a place where the two may confer privately.
- 7:07 All Committeepersons shall be elected from the shift they are presently employed on and will function as Committeepersons and be assigned duties on that shift. The Chairperson shall be assigned duties on the day shift, unless mutually agreed otherwise.
- 7:08 The Union will inform the Employer in writing of the names of the Committeepersons and Chairperson, and the Employer will inform the Union in writing of the names of the relevant members of management and any changes made thereto.
- 7:09 The Chairperson or their designated replacement, will not suffer any loss in pay for time spent on grievances, if that person was scheduled to work.
- 7:10 Members of the Union Committee shall not suffer any loss in pay for time spent on grievances and while attending negotiating meetings provided the member was scheduled to work on those occasions.
- 7:11 When negotiating meeting falls on a non-working day an alternate day will be given.
- 7:12 The Chairperson or her designate shall be a member of the following committees:  
Resident Care Committee;  
Information Committee;  
Environment Committee;  
Quality Assurance Committee.
- 7:13 Labour Management Committee  
Labour Management meetings will be scheduled one (1) year in advance.  
If the Employer cancels, the Employer will offer an alternative date at the time of cancellation.

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply:

A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

Up to three (3) Union Representatives attending such meeting shall be paid for wages lost from regularly scheduled hours. A representative of the National or Local Union may attend as a representative of the Union, and representatives from the Head Office of the Employer may also attend. Meetings will be held every three (3) months or at the call of the Chair, unless otherwise agreed.

A representative who is not scheduled to work may still attend the meeting at no cost to the employer.

The employer will schedule Labour-Management meetings during the Union Chairperson's shift, provided the Union Chairperson is scheduled on either the day shift or afternoon shift.

- 7:14 An employee subject to disciplinary action or being interviewed in an investigation pertaining to any disciplinary action shall have the right to have a Union committee person present at the time of such discipline is given or interview being held. The Employee and the Union committee person shall be informed in advance that the meeting is of a disciplinary nature, and the employee will be informed that a Union committee person will be involved.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8:01 Grievances shall be defined as any matter arising out of this Agreement, or concerning the interpretation, application, administration or alleged violation of this Agreement.
- 8:02 It is understood that the affected employee may have the assistance of a Union Committee Person at any stage of the grievance procedure.
- 8:03 Any time limits referred to in this Article and/or Article 9 of this agreement within which any procedures are required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays, and paid holidays as defined in this agreement. If at any stage of the grievance procedure, a grievance has not been processed by the union in accordance with the specified time limits, the grievance shall be deemed to have been withdrawn. Failure of the Employer to meet the specified time limits shall permit the union to take the grievance to the next step.

8:04 **Verbal Complaint**

It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until he or she has first given his/her immediate supervisor or their designate an opportunity to adjust his or her complaint. A complaint shall only be considered if it is raised and acknowledged by the immediate supervisor within seven (7) days of the event giving rise to the complaint or within seven (7) days after the employee has or ought to have had knowledge of the event giving rise to the complaint. The immediate supervisor will provide a response within three (3) days. If the complaint is not satisfactorily resolved, the complaint may then be taken up as a grievance in the following manner:

**Step 1**

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a Union Committee Person, may present his/her written grievance to the Executive Director or their designate within five (5) days following the response from the immediate supervisor. The grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance. The grievance should also contain a statement of the clause or clauses of this agreement said to have been violated.

Within five (5) days of receipt of the written grievance, the Executive Director or their designate will arrange a meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate, and the Employee's Union Committee Person will attend this meeting. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

**Step 2**

Failing a satisfactory settlement in STEP 1, the grievance may be submitted within five (5) days of the reply at STEP 1.

Upon receipt of the grievance, the Executive Director or their designate will then arrange a special meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate and the Union Committee Person will attend this meeting. A Representative of the Union and a Representative of the Employer may also attend. The aforementioned special meeting will take place within five (5) days of receipt of the grievance or at such other date that is mutually agreed to by the parties. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

Failing settlement at STEP 2 the grievance may be submitted to Arbitration as set out in Article 9.

8:05 **Union Policy Grievance**

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement, in writing at STEP 2 of the Grievance procedure, providing that it is presented within ten (10) days after the circumstances

giving rise to the grievance have originated or occurred, or reasonably became known to the Union. It is expressly understood that this provision may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could have themselves instituted under other provisions of the grievance procedure.

**8:06 Group Grievance**

Where it is identified that two (2) or more Employees have identical grievances, they may submit a written group grievance at STEP 2 provided that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

**8:07 Employer Grievance**

The Employer may institute a grievance against the Union or Employees, in writing at step 2 of the Grievance Procedure, provided it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

**8:08 Suspension and Discharge Cases**

Any claim by an Employee who has acquired seniority that she has been unjustly suspended or discharged will be treated as a STEP 2 grievance if a written statement of such grievance is lodged by the Employee with the Executive Director within five (5) days after written notice of such discharge or suspension has been given to the employee. Such grievance will be taken up at a special meeting between the Union and the Executive Director within (5) five days after it is lodged and failing settlement, within ten (10) days following the final decision of the Executive Director, be referred to Arbitration.

**8:09 Such grievance may be settled by:**

- (a) confirming the Employer's action in suspending or dismissing the Employee; or
- (b) Reinstating the Employee with full compensation for the time lost; or
- (c) Other arrangement which is just in the opinion of the conferring parties or the Arbitrator, if appointed.

**8:10 Grievance Mediation**

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may

extend the time limits fixed in the grievance procedure.

- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

## **ARTICLE 9 – ARBITRATION**

- 9:01 The party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.
- 9:02 The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.
- 9:03 The two (2) nominees shall endeavour to agree upon a third person to act as Chairperson within fifteen (15) days of the appointment of the second nominee. If the nominees fail to agree on a Chairperson, either one of them may request the Office of Arbitration, Ministry of Labour of the Province of Ontario to supply a panel of Arbitrators for selection to act as the Chairperson of the Board of Arbitration.
- 9:04 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.
- 9:05 Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the third member and Chairperson shall be shared equally by the parties to this Agreement.
- 9:06 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the mutual consent of the parties to this Agreement, provided however, that all of the time limits set out in both the Grievance and Arbitration Procedures hereunder are

mandatory.

9:07 **Sole Arbitrator**

Notwithstanding the foregoing provisions respecting the establishment of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

The party submitting the grievance to arbitration shall signify when advising the other party with notice that contains a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) arbitrators.

If the parties can agree to a sole Arbitrator within thirty (30) days of the notice referring the matter to Arbitration, the matter shall be determined by a Sole Arbitrator and failing such agreement, the regular Arbitration Procedure shall apply.

9:08 The Board of Arbitration, or Sole Arbitrator, shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.

9:09 No person shall be selected as an Arbitrator who have been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose, unless mutually agreed to by the parties.

9:10 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration procedures within the time specified shall be deemed to have been abandoned. However, time limits specified in the Grievance or Arbitration procedures may be extended by mutual agreement, in writing between the Employer and the Union.

## ***ARTICLE 10 – WORK OF THE BARGAINING UNIT***

10:01 Those persons excluded from the terms of this Agreement shall not be permitted to perform any bargaining unit work except in the following types of situations:

- (a) In an emergency.
- (b) When qualified employees are not readily available.
- (c) On experimental work.
- (d) In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

Notwithstanding the aforementioned language, it is understood and agreed that nursing home construction/maintenance/equipment retrofits are not considered work of the bargaining unit.

## **ARTICLE 11 – PROMOTIONS**

11:01 It is understood and agreed that the promotion, selection or appointment of an employee to any position or classification not within the bargaining unit described in Article 3:01 of this Agreement is not covered by this Agreement. Any promotion, selection or appointment of an employee to any such position or classification shall be for a trial period of sixty (60) working days and, notwithstanding other provisions of this Agreement, the seniority of any such employee shall continue to accumulate during the said sixty (60) working day period. The trial period may be terminated either by the Employer or by the employee promoted, selected or appointed within the said period of sixty (60) working days and in such event the employee shall return to her former position within the bargaining unit.

## **ARTICLE 12 – PROBATIONARY EMPLOYEES**

12:01 A person employed by the Employer within the bargaining unit described in Article 3:01 of this Agreement except as otherwise provided for in Article 2:08, shall be considered a probationary employee until he has completed sixty (60) working days of employment, consecutive or intermittent, within any period of twelve (12) consecutive months. Any such new employee who immediately after completion of the said probationary period continues to be employed by the Employer shall acquire seniority and shall be considered an employee and the employee's name shall be added to the seniority list and the employee's seniority date shall be the date on which the employee first worked as a person employed by the Employer within the bargaining unit described in Article 3:01 of this Agreement.

12:02 (a) During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired employee. Regular views and evaluations will occur. Where the Employer has concerns regarding the performance, abilities and suitabilities of the Employee, those will be shared with the employee. Where the Employer concludes that the newly hired employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal.

(b) Culpable behaviour during the probationary period will constitute just cause for dismissal.

12:03 The Employer agrees to furnish the Union monthly with a written list of all new employees who have completed their probationary period as stated in Article 12:01 above.

## **ARTICLE 13 – SENIORITY**

13:01 Institutional Seniority as used in this Agreement shall mean the length of service as an employee with the Employer employed within the bargaining unit as described in Article 3:01 of this Agreement and an employee's institutional seniority shall date from the date determined in accordance with the provisions of Article 12:01 of this Agreement. Such institutional seniority shall be determinative in the case of layoff, or vacation

allocation. In the case of two (2) or more employees who start work on the same day, the employee who completes their sixty (60) working day probationary period will be the first on the seniority list.

13:02 The Employer shall maintain a seniority list of all employees who were eligible to be placed thereon, and their respective classifications. In January and July of each year, the seniority list shall be brought up to date and shall be posted by the Employer on the bulletin board. Copies of the seniority list, shall be mailed to the Union office at the time of posting. The Employer will also maintain a record of all monies held "in trust" for individual employees pursuant to Article 25:01 (b). Employees upon request will be given the total of their sick bank within one (1) working day.

In January and July of each year, the Employer shall provide to the Chairperson a copy of the employee sick leave banks and vacation banks.

13:03 Students may be employed to work, even though the work they may perform would normally and customarily be work performed by employees in the bargaining unit. Such students do not attain seniority rights, and they are not covered by any provisions of this Agreement. No more than three (3) students will be employed at any time. Students will not be scheduled to shifts of more than three (3) hours duration. Students will not be employed in the Nursing Department or in any position which a bargaining unit employee wishes to fill.

In the event students are hired they shall be hired at the start rate of pay and not progress through the wage grid.

## **ARTICLE 14 – LOSS OF SENIORITY AND TERMINATION OF SERVICES**

14:01 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily resigns or retires; or
- (b) is discharged for just cause and is not reinstated by the grievance or arbitration procedure; or
- (c) is absent from work more than thirty (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (d) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (e) is absent from work for more than thirty (36) months by reason of lay-off; or
- (f) is absent from work for more than thirty (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

- (g) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (h) fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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.

The Union and the Employer agree to abide by the Ontario Human Rights Code.

**14:02 Notice of Termination**

All employees shall give two (2) calendar weeks written notice of their intention to terminate their employment with the Employer.

**14:03** The Employer shall give notice of termination of employment to all employees in accordance with the Employment Standards Legislation in the Province of Ontario except in cases of dismissal for cause or termination of employment during an employee's probationary period.

**14:04 (a)** A layoff shall include a permanent or long term reduction of hours in an employee's regularly scheduled hours of work. The following provisions shall govern layoff and recall of employees where the duration of the layoff is for a period of two (2) weeks or more:

- i) In the event of a layoff within a Department, all term (temporary) employees, students and probationary employees within the classification to be laid off will be laid off or have their hours reduced first;

For the purposes of this Article, Departments and the Classifications within the Departments are defined as:

**Nursing Department**

R.P.N.'s

Nurse Aides

Health Care Aides/Personal Support Workers

Ward Clerk

**Dietary Department**

Assistant Cooks

Dietary Aides

**Housekeeping/Laundry Department**  
**Housekeeping/Laundry Aides**

**Activation Department**  
**Activity Aides**  
**Restorative Aide**

- ii) If further layoffs are required, the least senior employee within the Department and the classification will be laid off or have their hours reduced;
  - iii) Within forty-eight (48) hours, exclusive of Saturdays, Sundays, vacations and holidays, of receiving their notice of lay off, the employee(s) will inform the Employer that they will either accept the layoff or reduction of hours, or wishes to exercise their right to bump;
  - iv) If the employee(s) wish to bump, starting with the most senior employee being laid off, they may bump an employee, that has less seniority than themselves, in a classification where the laid off employee has the ability and qualifications to perform the work of that position, and requires no training other than orientation;
  - v) Within forty-eight (48) hours, exclusive of Saturdays, Sundays, vacations and holidays, the displaced employee(s) shall have the right to the bumping procedure as set out in (iv) above;
  - vi) It is understood that all changes through the above procedure, will take effect on the date that the layoff was to occur.
- (b) The Employer shall give each employee in the bargaining unit who has acquired seniority, and who is to be laid off for a period of two (2) weeks or more, written notice of layoff in accordance with the following schedule:

Up to 2 years' service	2 weeks of notice
2 years of service or more but less than 3 years	3 weeks of notice
3 years of service or more but less than 4 years	4 weeks of notice
4 years of service or more but less than 5 years	5 weeks of notice
5 years of service or more but less than 6 years	6 weeks of notice
6 years of service or more but less than 7 years	7 weeks of notice
7 years of service or more	8 weeks of notice

Service shall be calculated as stated above as of the date of the proposed layoff.

- (c) In all other cases of layoff, the Employer shall give each employee in the bargaining unit who has acquired seniority one (1) weeks' notice, provided however such notice shall not be required if the layoff occurs because of emergencies. For example, fire, power failure, Act of God, or equipment

breakdown or any other condition beyond the reasonable control of the Employer.

- (d) Where a position or positions become available in a classification or classifications in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in 15:04 above, for a period of twelve (12) calendar months or less in the case of a laid off employee and for a period of twenty-four (24) calendar months or less in the case of an employee who has elected to displace a less senior employee, in the order of their seniority, provided the employee has the ability to perform the work without further training beyond an orientation of a duration not exceeding that which would normally be provided to newly hired employees.
- (e) No new employee shall be hired in the classifications in which a layoff has taken place until laid off employees, who retain seniority and are eligible for recall as prescribed by this Article, have been given the opportunity to return to work.
- (f) A copy of any layoff notice shall be sent to the Union at the same time as it is given or mailed to employees concerned.
- (g) The Employer agrees to meet with the Union on request for the purpose of discussing the method of implementation of a layoff and recall.
- (h) No full time or part time employees will be laid off while temporary or probationary employees are employed.
- (i) If an employee is recalled but is unable to report within twenty-one (21) days of the specified recall date, due to illness or injury, the next senior employee will be entitled to recall and the ill or injured employee will then retain his seniority position for the next recall provided he produces to the Employer a medical certificate or other satisfactory evidence confirming the illness or injury.
- (j) An Employment Insurance Commission Record of Employment form will be furnished to a laid off employee within seven (7) days following the day of layoff.
- (k) Notwithstanding any other provision of this Article, or any other provision of the Collective Agreement, if the Chairperson can perform the work available, then for the purposes of layoff or recall, the Chairperson shall be considered to have greater seniority than any other member of the bargaining unit.

Additionally, but by order of their seniority, the other Committeepersons shall be considered to have such greater seniority in a similar fashion.

14:05 In the event of a change to a permanent full time employee's start greater than one (1) hour, the employee may at their discretion maintain their current position or may exercise their right to bump to another position.

## **ARTICLE 15 – JOB POSTING**

- 15:01 When a vacancy or new job occurs in any department of the Home coming within the scope of this Agreement, a notice will be posted on the main bulletin board in the staff room, for three (3) days, excluding Saturday and Sunday, requesting applications to fill such vacancy from employees of the Employer. A copy of such posting will be given to the Chairperson.
- 15:02 If no applications to fill the vacancy are received from employees of the Employer or if the applicant or applicants are not suitable for such vacancy, then the Employer may fill the vacancy, from the open market subject to the applicants' right to the grievance procedure.
- 15:03 The Employer and the Union agree that in cases of promotions (other than promotions to positions or classifications outside the bargaining unit) and in all cases of increase or decrease of forces, the following factors shall be considered:

- (a) Ability and qualifications - and -
- (b) Seniority.

The Employer acknowledges that where all factors in (a) above are relatively equal then (b) above shall govern.

- 15:04 An employee promoted or transferred between classification shall be entitled to a trial period not exceeding thirty (30) scheduled days worked. If during the trial period the Employer does not consider the employee is performing satisfactorily, or if the employee chooses to return to their original position, then in either case the employee will be returned, as will any other employee promoted or transferred as the result of the first promotion or transfer.

When an employee gives notice that they wish to return to their original position, the employee must give notice at least three (3) clear days before the operative date of a schedule, then they shall be returned to that instant schedule. Where they give notice less than three (3) clear days before the operative date of a schedule, they will be returned for the schedule following, unless the Employer determines they can be returned at an earlier time.

- 15:05 The job left vacant by the successful applicant for the initial posting will be posted. If further vacancies arise because there are successful applicants from within the bargaining unit there will be up to two (2) additional postings. If there are no successful applicants for any given posting, then the series of postings arising from the original vacancy ceases.
- 15:06 Where a position is temporarily vacant and it is expected to be vacant for a period of two (2) months or more, the Employer will post the position as a temporary vacancy.

Employees may apply for any posted temporary vacancy.

Such temporary vacancy shall normally commence with the next posted schedule. During the Christmas and New Year's period, such vacancy shall commence with the first posted schedule after the Christmas and New Year's period.

If a full time employee is the successful applicant, their position will be posted as a subsequent temporary vacancy. Such subsequent postings continue as long as full time employees are the successful applicants. When a part time employee is the successful applicant, then their part time position will be posted as a subsequent vacancy, but there will be no further postings. Any shifts worked by the employee who successfully applied for the part time temporary vacancy would be distributed among the part time employees as a group.

When the absent employee returns, any employee in a temporary vacancy will be returned to their regular position.

An employee awarded a temporary position must complete the period of the posted job or six (6) months, whichever is shorter, prior to applying for another posting unless the other posting is a permanent position or has greater hours or is on a different shift or in a different department.

The successful applicant will assume the posting as posted.

- 15:07 So long as a full time seventy-five (75) hour position exists there will be no splitting of that position into two (2) or more part time positions without the agreement of the Union such agreement will not be unreasonably withheld.

## **ARTICLE 16 – JOB CLASSIFICATIONS AND WAGES**

- 16:01 Schedule "A" attached hereto, shows the classifications and wages of the employees within the bargaining unit with effect from the dates set out therein. The parties agree that the said schedule and contents thereof shall constitute part of this Agreement. It is further agreed that if any new classifications within the scope of the certificates of certification are created during the lifetime of this Agreement, wage rates for such classifications shall commence to be negotiated between the Employer and the Union not later than fourteen (14) calendar days after the Employer establishes any such classification. Failure to mutually agree on either a new classification or rate of pay for same shall be the subject matter of a grievance for the purpose of this Agreement.
- 16:02 A job classification will not be changed for the purpose of evading payment of the minimum rate hereinafter set out.
- 16:03 (a) When the Employer requires the employee to substitute on a higher rated job covered by this agreement (not including RPN's assigned to RN duties) for at least one-half of their regularly scheduled shift, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.
- (b) Effective the 1<sup>st</sup> pay period after ratification, 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 ½ shift, the employee shall

receive an allowance of eight dollars and fifty cents (\$8.50) for each shift from the time of the assignment.

- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance in (b) will apply to an RPN who is designated to be in charge of the building.

## **ARTICLE 17 – PAYMENT OF WAGES**

17:01 Employees' wages will be deposited on alternate Tuesdays to the employee's credit at a financial institution of their choice.

## **ARTICLE 18 – UNIFORMS**

18:01 During the term of this contract the employees shall be required to wear uniforms as required by the Employer and such uniforms must be maintained clean, tidy and in a state of good repair.

18:02 The Employer agrees to pay a uniform allowance of six point two cents (6.2¢) per hour to all employees for all hours paid.

Effective on ratification the Employer agrees to pay a uniform allowance of seven cents (\$0.07) per hour to all employees for all hours paid.

## **ARTICLE 19 – HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS**

19:01 (a) The standard hours of work shall be seventy-five (75) hours bi-weekly consisting of ten (10), seven and one half (7½) hour days including two (2) fifteen (15) minute rest periods but excluding a one half (½) hour meal period.

(b) The standard work week shall commence at 2230 hours on Sunday, and conclude at 2229.59 on the following Sunday.

(c) A standard scheduled work period shall consist of two (2) consecutive standard work weeks and a standard pay period shall coincide with a standard scheduled work period.

(d) To the extent it is within the Employer's ability to control, meal periods shall be uninterrupted.

(e) For the night shift only, the two (2) fifteen (15) minute rest periods identified under part (a) may be combined to provide a single thirty (30) minute rest period, provided the needs of the residents are met.

(f) The employer will pay each employee the employee's regular hourly wage as set forth in Schedule "A" as applicable, for the actual hours worked by such employee on the days when each Daylight Savings Time and Eastern Standard Time are implemented. Employees shall be paid for the exact number of hours

worked at the applicable straight time hourly rate. (Six and one half (6½) hours in Spring or eight and one half (8½) hours in the Fall).

- 19:02 (a) No employee shall be scheduled to work more than five (5) consecutive days or more than seven and one half (7½) hours in one (1) day per scheduled pay period, unless mutually agreed.
- (b) Any employee scheduled to work five (5) consecutive seven and one half (7½) hour work days in a standard scheduled work period shall be given at least two (2) consecutive calendar days off, the first of which shall commence the calendar day next following the last calendar day worked.
- (c) Any employee who is scheduled to work more than five (5) consecutive seven and one half (7½) hour work days shall be paid at the rate of time and one half for all hours worked on the sixth (6<sup>th</sup>) and subsequent days until the employee is given and actually has two (2) consecutive days off.

The foregoing provisions do not apply if the employee is requested to attend work on a day off, and does so.

- (d) There shall be an equitable distribution of part time hours, from among those hours available on the employee's shift of preference, as set out in Article 20:09, to all available part time employees, to a maximum of twenty-two and one half (22½) hours per week, and where there are not sufficient hours to provide the maximum, the balance of the hours, after the initial distribution, shall be assigned by seniority.

- 19:03 (a) For the purpose of this Article "overtime" shall mean:
- i) All authorized time worked prior to an employee's scheduled starting time.
  - ii) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay."
  - iii) The one half (½) hour meal period and two (2) fifteen (15) minute rest periods provided in paragraph 20:01 (a) hereof if an employee is deprived completely of such meal period or rest period.
  - iv) An employee absent on paid time during her scheduled work week because of sickness or accident, WSIB, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if they had worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rates.
- (b) i) The Employer shall pay time and one half the standard rate of pay, calculated to the nearest fifteen (15) minutes worked, for all authorized

overtime within the meaning of and as defined by paragraph 20:03 (a) hereof.

- ii) An employee required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), shall receive two (2) times her regular straight time hourly rate for such additional authorized overtime.
- (c) There shall be no pyramiding of overtime under any circumstances.
- (d) All full time employees shall be scheduled off every second weekend, and all part time employees shall be scheduled off at least every third weekend. For the purposes of this Article, a weekend shall include Saturday and Sunday.

Employees may elect to work more weekends than are provided for in this clause. It is the intention of this paragraph to grant every second weekend (Saturday and Sunday) as off days to full time staff which also means they are to work approximately twenty-two (22) weekends in a calendar year. It is the intention of this paragraph to grant every third (3rd) weekend (Saturday and Sunday) as off days to part time staff which also means they are to work approximately thirty-two (32) weekends in a calendar year.

Where sufficient qualified part time staff are available, then part time staff will be scheduled for one (1) weekend in two (2) off. The Union recognizes that the Employer's ability to meet this obligation is governed by the availability of staff, including term staff, and therefore if there is not sufficient staff readily available, at regular rates, this clause has no application. This provision does not apply to any employee requesting or agreeing to work extra weekends.

- (e) Employees shall not be required to work split shifts; however the Home may require, in emergency situations, any employee to work split shifts.
- 19:04 (a) Employees who report for work for which they are scheduled but for whom no work is available when so reporting shall be paid four (4) hours' time at standard rates of pay provided such employee has not been previously notified that no work is available.
- (b) Where an employee is called for work with less than one hour's notice of the commencement of the shift, and arrives for work after the commencement of the shift, but within one (1) hour of the scheduled commencement of the shift, if she then works the balance of the shift, she shall be paid as though she had worked all the hours of the shift. If an employee is called in after the commencement of the shift, and arrives within one (1) hour of the call, she shall be paid from the time of the call.
- (c) The Employer agrees that it will offer any and all available work, caused by the replacement of absent employees, to part time employees in the department concerned in order of seniority.

- (d) The work will be offered to part time employees either in person or by way of a telephone call to the telephone number(s) (a maximum of two (2) numbers on file) submitted by the employee.
- (e) The person designated by the Employer to call in part time employees will keep a record of all telephone calls made, including the time of the call and response, if any.
- (f) In the event the person designated by the Employer to call in part time employees misses an employee for call-in in error, the affected employee will be scheduled one extra shift during the next pay period on a day and shift of the employees' choice, once the error has been verified by the Administrator.

The Employer reserves the right to assign the employee to work on a floor of their supervisors' choice during the chosen extra shift. The extra shift will not be used in the calculation for eligibility of overtime premium unless the missed shift would have been paid at overtime rate. The extra shift will not jeopardize the employees' availability for call-ins to replace absent employees and they will be called to replace absent employees in accordance with their seniority as if the extra shift had not been given.

The Employer agrees that it will produce the record referred to in paragraph (e) above to the Chairperson upon request. Failure to schedule the extra shift in that period, does not lead to the employee's losing the extra shift.

- 19:05
- (a) Scheduled overtime opportunities shall be offered in order of seniority within the classification. Prior to going outside of the Bargaining Unit overtime opportunities will be offered to employees within the classification who are on approved absence and who have made their availability during such absence known to the employer by established protocol.
  - (b) If it is shown that an employee has not shared equitably in the distribution of overtime, the Employer will make adjustments in the allocation of future overtime insofar as it is practicable to do so.
  - (c) Notwithstanding that an employee may not wish to share in the allocation of overtime the Employer may, in emergency situations, require any such employee to comply with reasonable overtime requirements.
  - (d) In the event that an employee of his own accord wishes to change shifts with another employee, such a change shall require the prior approval of the Employer and the Employer shall not in any event be liable for any claims to overtime rates that might accrue as a result only of the exchange of shifts. Shift trades shall normally be for approximately the same number of hours, however short shifts may on occasion be exchanged for full shifts or shifts having a greater number of hours. Exchange of shifts shall not be used in a manner that would circumvent the seniority provisions of the collective agreement or that would alter the employee's status. The Employer shall not unreasonably deny

such request, and once approved the employee now scheduled to work on the day in question shall accept full responsibility for such scheduled work day.

- 19:06 (a) A schedule of four (4) weeks duration, beginning on a Tuesday will be posted by 1200 hours on Tuesday, one (1) week in advance of its effective date. Requests for change of shifts, giveaways and days off shall be submitted to the employer by 1500 hours on Friday (eleven days prior to the posting of the schedule).
- (b) On the Friday by 12:00 p.m. prior to posting the schedule a copy will be provided to the Chairperson along with copies of all vacation and shift giveaways and alternate shifts received. The edited schedule will be returned to the employer by Monday at 0900 hours the schedule will be posted as determined by 20:06 (a).
- (c) Once the final schedule is posted it will not be altered unless required in order to comply with the provisions of the collective agreement or in case of emergencies or as a result of the return to work of an employee who has been absent because of disability/illness.
- (d) If the Employer intends to change the starting time of any shift, then unless the change was ordered by a statutory authority the Employer will give at least thirty (30) days' notice to the Union, and any affected Employee.
- 19:07 If an employee is required to perform the duties of a higher rated employee, he shall be paid the applicable rate of such higher rated employee for all full hours so worked if able to perform the work required to be done in a satisfactory manner.
- 19:08 Any employee shall have their preference of shifts in accordance with seniority, the ability to perform the work and providing there is a vacancy in the shift requested.
- 19:09 By agreement between the Employer, the Union and the affected employees, systems may be established whereby any two (2) employees would share a single position.
- 19:10 It is recognized that the position of Activity Aide does not fit within the normal scheduling restrictions of the Collective Agreement, and it is agreed these provisions do not apply. However, Activity Aides will be consulted as to their schedule. The employer agrees that the Activity Department shall meet in advance of setting the activities calendar of events.
- 19:11 (a) All persons who were hired on or before August 1<sup>st</sup>, 2012, shall, if they are classified as a full time employee, or subsequently classified as a full time employee, have the option in January of each year to elect to work, eight (8), nine (9) or ten (10) shifts per pay period.
- (b) Any person hired after that date will not have the option in part (a), and shall, if they are classified as a full time employee, make themselves available to a maximum of ten (10) shifts per bi-weekly pay period.

(c) All part time employees must make themselves reasonably available to a maximum of six (6) shifts per bi-weekly pay period.

19:12 (a) Full time employees will have six (6) shift giveaways per year and will be submitted to the employer eleven (11) days prior to posting of schedule. These shift giveaways will be put into the equal distribution pool for that time period.

## **ARTICLE 20 – PAID HOLIDAYS**

20:01 (a) Employees who have completed their probationary period shall receive the following holidays with pay:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day – July 1<sup>st</sup>
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Day
10. Boxing Day
11. Family Day
12. One (1) Float Day

(b) The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace the second Monday in February in the Collective Agreement.

20:02 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

20:03 (a) For those employees hired prior to March 22<sup>nd</sup>, 1990, in order to qualify for holiday pay, an employee must work his full scheduled shift immediately preceding and immediately following the holiday. However, when an employee is absent from the preceding and/or following shifts due to illness, verified by a medical doctor's certificate, the employee will be eligible for one (1) day's holiday.

(b) For those employees hired on or after March 22<sup>nd</sup>, 1990, then only an employee who works at least sixty (60) hours in the two (2) pay periods immediately preceding the pay period in which the holiday occurs will be entitled to be paid for the holiday.

Any summer relief employee will be paid for the holiday provided they would qualify under the provisions of the Employment Standards Act.

Where an employee does not work a consistent shift, then the payment would be based on the average of hours actually worked on the shifts worked within the two (2) pay periods.

- 20:04 Any employee who is scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, if requested. Such certificate shall be at the employee's own expense.
- 20:05 Any employee who is required to work on any of the above mentioned holidays will, in addition to his holiday pay for which he has qualified under Article 21:03, be paid at the rate of one and one half (1½) times his regular rate of pay or, in lieu thereof, be granted equivalent time off with pay equal to the day's pay.
- 20:06 If one (1) of the above named holidays occurs on an employee's regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof within four (4) weeks prior to the holiday and six (6) weeks after the holiday, unless otherwise arranged between the employee and the Employer, or the employee shall receive a day's pay. Pay for such alternate day shall fall during the pay period within which such day is taken.
- 20:07 For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.
- 20:08 (a) All employees will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's, unless an individual employee specifically requests scheduling which would provide a lesser period. It is understood that to provide this schedule, the Employer will assign the relevant statutory holidays.
- (b) It is agreed that to accommodate such scheduling during Christmas and New Year's, part time employees may be required to work more than twenty-two and one half (22½) hours per week. Articles 20:02 (b) and 20:03 (d) shall not be applied in a manner that would restrict the applications of 21:08 (a).
- (c) A list will be posted by October 1<sup>st</sup> and employees will be asked to indicate by October 15<sup>th</sup> their choice as to whether they wish to be scheduled off for Christmas or New Years. Where an employee indicates a choice, she will be scheduled by seniority. For the purposes of this article, Christmas includes December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> and New Year's includes December 30<sup>th</sup>, 31<sup>st</sup> and January 1<sup>st</sup>.

## **ARTICLE 21– VACATION WITH PAY PLAN**

- 21:01 All employees shall be entitled to an annual vacation with pay as hereinafter provided.
- 21:02 Employees who have less than one (1) year as of March 30<sup>th</sup> in a calendar year will receive one (1) day of vacation for each calendar month of employment, to a maximum of ten (10) days, with vacation pay at the rate of four percent (4%) of their gross earnings during that period.

- 21:03 Employees who have one (1) year or more, but less than three (3) years of seniority as of March 30<sup>th</sup> in each year shall be entitled to a paid vacation of two (2) weeks with pay amounting to four percent (4%) of the employee's gross earnings for the twelve (12) months prior to the end of March 30<sup>th</sup>.
- 21:04 Employees who have three (3) years or more, but less than eight (8) years of seniority as of March 30<sup>th</sup> in each year shall be entitled to a paid vacation of three (3) weeks with pay amounting to six percent (6%) of the employee's gross earnings for the twelve (12) months prior to the end of March 30<sup>th</sup>.
- 21:05 Employees who have eight (8) years or more, but less than fifteen (15) years seniority as of March 30<sup>th</sup> in each year shall be entitled to a paid vacation of four (4) weeks with pay amounting to eight percent (8%) of the employee's gross earnings for the twelve (12) months prior to the end of March 30<sup>th</sup>.
- 21:06 Employees who have fifteen (15) years or more, but less than twenty-two (22) seniority as of March 30<sup>th</sup> in each year shall be entitled to a paid vacation of five (5) weeks with pay amounting to ten percent (10%) of the employee's gross earnings for the twelve (12) months prior to the end of March 30<sup>th</sup>.
- 21:07 Effective March 7, 2016, employees who have twenty-two (22) years or more, but less than twenty-eight (28) years of service at the commencement of the vacation year, as of March 30<sup>th</sup> in each year shall be entitled to a paid vacation of six (6) weeks with pay amounting to twelve percent (12%) of the employee's gross earnings for the twelve (12) months prior to the end of March 30<sup>th</sup>.
- 21:08 Employees who have twenty-eight (28) years of service at the commencement of the vacation year, as of March 30<sup>th</sup> in each year shall be entitled to a paid vacation of seven (7) weeks with pay amounting to fourteen percent (14%) of the employee's gross earnings for the twelve (12) months prior to the end of March 30<sup>th</sup>.
- 21:09 (a) Employees may request any vacation split they wish, and those requests will be accommodated based on the availability of staff. Where vacation requests are submitted prior to March 1<sup>st</sup>, any requests will be granted by seniority (as detailed in the attached letter of re: vacation scheduling) and once such requests are granted thereafter, no employee may be displaced from vacation to which they were assigned.
- (b) Full time employees may use one (1) week of vacation in units of days. For this purpose, five (5) working days will equal one (1) week of vacation. Employees may request in the usual fashion Mondays through Fridays, both inclusive. Employees may request in advance in the usual fashion, two (2) of which can be used on the same weekend (Saturday and Sunday or midnights (Friday and Saturday)). Full time employees who are entitled to five or more weeks of vacation can use an additional week into single days.

The vacation period shall be from April 1<sup>st</sup> to November 30<sup>th</sup> of each year and employees shall be granted vacations requested in accordance with seniority.

However, vacations in periods other than as stated herein may be granted on mutual agreements between the employee and her Department Head, provided that it is understood that the Department Head cannot enter into any such agreement without the prior consent of the Administrator.

- 21:10 Employees will be notified of their vacation period two (2) weeks prior to April 1<sup>st</sup> in the vacation year. Vacation pay will be received during the actual vacation.
- 21:11 Any employee who is requesting that her vacation commence on a particular day of the week, other than the day vacations normally commence, shall make that request in writing to management not less than forty-five (45) days from the date she wishes to commence her vacation. No request will be unreasonably denied by Management. Management must reply in writing to the request within fourteen (14) days of receiving the request.
- 21:12 Part time employees hired after the March 7<sup>th</sup>, 2016 shall progress on the vacation grid in the same manner as they progress on the wage grid. (ie. 1800 hours equals one years service)
- 21:13 The Employer agrees to provide employees with sick leave and vacation accumulation totals in the first full pay period in April and October of each year.

## **ARTICLE 22 – HEALTH AND WELFARE**

### **22:01 Enrolment**

An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enrol in the benefits under any one of the following conditions:

- i) A life changing event, such as divorce or death of a spouse;
- ii) When an employee transfers from a part time classification to a full time classification.

In addition to the above, where an employee's spouse loses their benefits, an employee shall be entitled to enrol for Extended Health and Dental benefits only, provided that they do so within thirty-one (31) days from the date their spouse lost their benefits.

**NOTE:** It shall be the joint responsibility of the Employer and the Employee to ensure that if the employee wishes to participate she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

- 22:02 Effective March 7, 2016, the Employer shall keep in force the existing Group Life Insurance Plan underwritten by Manufacturer's Life, and insure the lives of all its employees for thirty thousand dollars (\$30,000.00). The Employer shall pay one hundred percent (100%) of the premium cost of such insurance coverage.

- 22:03 (a) The Employer shall maintain a weekly indemnity plan to provide coverage on the first day of hospitalization or accident or on the fourth (4th) day of illness. Coverage to continue for seventeen (17) weeks at sixty-six and two thirds percent (66-2/3%) of the employee's salary.
- (b) Weekly indemnity plan for new employees to be effective on completion of the probationary period.

22:04 The Employer shall maintain a drug prescription card system. The RX Plus with Manufacturer's Life, and this system shall provide for a 90/10 Employer/employee co-insurance provision, generic substitution, and reimbursement for any prescribed drug. Effective January 1, 2008, a drug card, positive enrolment, \$1.00 co-payment per prescription (cover prescription drugs which by law must be prescribed by a licensed physician), generic substitution unless specifically prescribed otherwise by the doctor, a dispensing fee of seven dollars, fifty cents (\$7.50) per prescription, and no annual deductible or lifetime maximum for drugs. The Employer shall pay one hundred percent (100%) of the premium.

Effective 2<sup>nd</sup> month after ratification, Generic Substitution shall apply as follows:

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless the employee's doctor stipulates in writing that there are medical reasons why the lowest cost interchangeable drug cannot be prescribed.

22:05 The Employer shall provide coverage for all employees, (single or family coverage as requested) under the Blue Cross Dental Plan-Type 9, or equivalent, and such Plan shall be based on a one (1) year lag of the ODA schedule, as amended from time to time. The Employer shall pay sixty-five percent (65%) of the billed premium costs for said Plan. The plan shall include nine (9) month recall for those eligible over eighteen (18) years of age, bitewing x-rays every twenty-four (24) months for adults and every nine (9) months for children.

22:06 Where an employee is absent due to illness or injury which is compensable by Workplace Safety and Insurance Board, the following shall apply:

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits for the month in which the absence commences and for the following twelve (12) months.
- (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.
- (c) The employee will not be eligible for paid holidays, sick leave, uniform allowance or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workplace Safety and Insurance Board.

- (d) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workplace Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

22:07 The Employer shall have the right to change carriers of benefit coverage herein, at its discretion, subject to benefit coverages being equal or better than existing coverage.

22:08 Effective 2<sup>nd</sup> month after ratification, increase the existing standard vision care benefit from \$215 every 24 months to \$265 every 24 months (or be used towards laser eye surgery, eye exams status quo).

22:09 Nursing Homes and Related Industries Pension Plan

The parties agree that they will use the most current Master language governing the pension plan.

- (a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked including:

- i) The straight time component of hours worked on a holiday;
- ii) Holiday pay, for the hours not worked; and
- iii) Vacation pay.

All other payments, premiums, allowances etc. are excluded.

"Eligible Employees" means full time and part time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- (b) Effective thirty (30) days following ratification each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to three percent (3%) of applicable wages to the Plan. (Effective September 1<sup>st</sup>, 1999 increase to four percent (4%)). The Employer shall match such contributions, effective thirty (30) days following ratification the amount being three percent (3%) of applicable wages. (Effective September 1<sup>st</sup>, 1999 increase to four percent (4%)).
- (c) The employee and employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to

contribute toward the cost of the benefits provided by the Plan or be responsible for providing any such benefits.

- (e) The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

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 amounts 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 exceed that which the Employer would have if the Plan were a defined contribution plan.

- (f) The Employer agrees to provide to the Executive Director of the Plan on a timely basis all the information required to the Pension Benefits Act, R. S.O. 1990, Ch. P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Executive Director and the Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants or auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on the enrolment of an employee with the monthly remittances.

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

For further specificity, the items required for each eligible employee by Article 23:09 (e) of the agreement are:

1. To be provided once only at Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of First Remittance
  - Seniority List (for purposes of calculations of past service credits).

2. To be provided with each Remittance
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  
3. To be provided once, and if status changes:
  - Address to be provided to the Home
  - Termination date when applicable
  
4. To be provided once and if they are readily available:
  - Gender
  - Marital Status
  
- (g) Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 23:09 will be added to the employee's wages.

**22:10 Part time Benefits**

- (a) Effective 1<sup>st</sup> pay period after ratification new part time employees will receive sixty-five (65¢) per straight time hours worked after probation in lieu of insured benefits and sick leave.

Note: See Article 25:01 (b) Sick Leave – Increase of fifteen cents (15¢) to be added to the in lieu effective November 1<sup>st</sup>, 2006.

- (b) Effective May 1, 1993 existing part time employees will have a one (1) time only choice to be made on or before May 1, 1993 as to whether they want to maintain their current benefit provision (as amended) or move to the provision noted in (a) above.
  
- (c) Full time employees, employed in a permanent full time capacity as at the date of hearing (March 17, 1993) who are successful applicants to a part time position, shall make the election noted in (b) above, prior to the commencement of part time employment.
  
- (d) Part time employees, who as at March 17, 1993 are employed in a temporary full time capacity, must make the election under (b) at the time referenced in (b).
  
- (e) Part time employees may purchase one (1) or all of the benefits available to full time employees, provided the employee makes arrangements to pay the full cost of the premium to the employer on the first of each month.

22:11 For greater clarity, for the purposes of applying this article, where the term 'spouse' or 'partner' is used, it shall mean a person to whom an employee is married or with whom the employee is living in a conjugal relationship outside marriage, including a person of the same or opposite sex.

22:12 The parties agree to follow the current benefit plans, and at age 70, employees entitled to benefits will receive in lieu as per Article 23:10.

## **ARTICLE 23 – LEAVE OF ABSENCE**

23:01 Leave of absence may be granted by the Employer and any person who is absent with such permission shall not lose any of his seniority rights during such absence. An employee's request for leave of absence shall not be unreasonably withheld.

Requests for leave of absence shall be made in writing four (4) weeks in advance of commencement and shall specify the reason. This provision for advance notice shall be waived in cases of emergency.

The Employer, in its sole discretion, may require employees to utilize all vacation to which they may be entitled before the Employer will grant a leave of absence giving full consideration to the nature of the leave being requested.

23:02 If leave of absence is granted, the employee shall be advised, in writing, with copy to the Union.

23:03 Employees who are on leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, he will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

23:04 Any employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission or provides a satisfactory explanation, shall be considered to have terminated his employment without notice.

23:05 To qualify for leaves of absence as stipulated above, the employee must have completed his probationary period with the Employer and it is expressly understood, no benefits except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

23:06 Where any leave of absence without pay exceeds thirty (30) continuous calendar days:

- (a) The Employer shall pay his share of any and all health and welfare benefits for the first thirty (30) continuous calendar days.
- (b) If the leave of absence exceeds thirty (30) continuous calendar days, 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 in excess of thirty (30) continuous calendar days leave of absence.

23:07 It is agreed that the Employer will grant leave of absence without pay upon request to employees for attendance at Union schools and conventions providing that there are not more than two (2) employees on such leave at any one (1) time and further providing that at least three (3) weeks' notice is filed with the Administrator.

23:08 It is agreed that employees granted time off must be from various job classifications and that the maximum number of days for Union School shall not exceed seven (7) days in any one (1) contract year.

23:09 Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees.

23:10 **Bereavement Leave**

(a) Upon the death of an employee's spouse, child or stepchild, mother and father, an employee shall be granted leave up to a maximum of four (4) days leave up to a maximum of four (4) continuous days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.

(b) Upon the death of an employee's step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) continuous days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.

(c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.

(d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

(e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

(f) The employer agrees to make every effort to cooperate with an employees request for additional unpaid time off as a result of a death in the family.

23:11 **Jury Duty**

An employee required to serve jury duty shall be paid the difference between what he would have earned for his scheduled hours, and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over his jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments. The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty. The

employee will come to work during those regularly scheduled hours that he is not required to attend court.

**23:12 Pregnancy and Parental Leave**

- (a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration.

The employee shall give written notice at least two (2) weeks prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work.

The pregnancy leave continues for seventeen (17) weeks after it began, if the individual is entitled to a parental leave, or on the day that is six (6) weeks after the delivery, if the individual is not entitled to a parental leave, whichever is later. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to return.

- (b) An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within thirty-five (35) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.

Parental Leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time. An employee must give at least two (2) weeks' notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

Parental Leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- (c) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks' notice.  
Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks' notice.

- (d) Employees will be enrolled and/or continue to be enrolled in the benefit plans per Article 23 of the Agreement, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution, if any, to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee continues absent on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such premium based benefits may make such arrangements with the Employer as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques.

Where an employee gives written notice that they do not wish to pay their portion of a premium, coverage will be discontinued, and enrolment upon return to work will be subject to the requirements of the carrier. The carrier has advised that, provided the individual re-enrols in their benefit coverage within thirty-one (31) days of the expiry of their pregnancy and/or parental leave, no penalties will apply.

- (e) Employees are eligible to either begin or continue participation in any retirement benefit, or pension plan, during any leave, and unless the employee gives the Employer written notice that the employee does not intend to pay their contribution, if any, the Employer shall begin or continue to make the Employer's contribution.

Employees who participate may make such arrangements with the Employer for the payment of their share of the contribution as are mutually satisfactory, but failing such arrangements, it would be expected that the Employer would make such payments by post-dated cheques.

Employees participating in either a retirement benefit, or a pension plan, in which they have the right to vary the level of contribution, may continue to do so during the leave.

- (f) An employee will continue to accumulate seniority during pregnancy and/or parental leave.
- (f) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a comparable position, if it does not. The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.

### **23:13 Supplementary Unemployment Benefit**

This benefit will commence effective the end of the E.I. waiting period, and continue for a maximum of seventeen (17) weeks. The benefit will provide a top-up to seventy-five

percent (75%) of earnings, calculated in accordance with the requirements of the Employment Insurance Commission. An employee must meet with the requirements of the Collective Agreement, and the Employment Insurance Commission, in order to be eligible for this benefit.

**23:14 Union Leave**

Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to 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 the appointment unless extended a further specific period by agreement of the parties. Seniority shall accumulate during such leave. It will become the responsibility of the employee for full payment, one month in advance of any applicable benefits in which the employee is eligible to participate and does participate in during such leave of absence. It is agreed that for the purpose of Workplace Safety and Insurance Act coverage, such employees are deemed to be employed by the Union.

**23:15 Education Leave**

If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.

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.

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) months' notice in writing, unless impossible and provided that such a leave may be arranged without inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

## ***ARTICLE 24 – SICK LEAVE***

**24:01 (a)** Effective upon completion of their probationary period all employees shall be covered by a weekly salary indemnity plan as follows:

- Effective September 1, 1985, employees shall accumulate sick leave credits to an overall maximum of eighteen (18) days on the following basis:
- Employees with more than one (1) year of service shall accumulate at the rate of one and one half (1-1/2) days per month of service.
- Employees with less than one (1) year of service who have completed their probationary period shall accumulate at the rate of one (1) day per month of service.

- Employees hired since September 1, 1985 shall be credited with three (3) days upon completion of their probationary period.

Accumulated sick days shall be used to compensate for wages lost during the first seven (7) calendar days of illness.

Effective September 1, 1985, a weekly indemnity plan shall be implemented. Salary indemnity shall be sixty-six and two thirds percent (66-2/3%) of wages lost from and including the first (1<sup>st</sup>) day of accident or hospitalization and the fourth (4<sup>th</sup>) day of illness (effective July 1, 1995). Such coverage shall continue for a period of seventeen (17) weeks. The Employer shall pay one hundred percent (100%) of the premium of the Indemnity Plan.

Employees hired before September 1, 1985 shall have their unused sick bank from the previous sick leave plan frozen, converted to the equivalent dollar value based on the August 31, 1985 wages and multiplied by fifty percent (50%). Such frozen sick bank shall be used for:

- i) Supplementing weekly indemnity payments to full salary and:
  - ii) Cashout on termination of employment of the remaining sick bank for employees who have more than five (5) years' service with the Employer.
- (b) Effective with the start of the first pay period following March 22<sup>nd</sup>, 1990, the sick leave system provided in part (a) (except for the Weekly Indemnity Plan, and the frozen sick bank) is abolished.

The dollar value of any sick leave credits owed to any employee shall be calculated, using the wage rates as of March 22<sup>nd</sup>, 1990, and the employee shall then be credited to either their existing, or new frozen sick bank an amount equal to one half (1/2) the value of those credits.

Thereafter, for full time or part time employees who have completed the probationary period, a premium will be paid in lieu of a sick leave benefit being provided. Effective the first pay period following ratification, the premium will be forty cents (40¢) per hour worked. Effective November 1<sup>st</sup>, 2006, the premium will be increased to fifty-five cents (55¢) per hour worked. The premium will not be calculated on overtime rates, or on pay for time not worked.

These monies will be held "in trust" for the individual employee. If the employee is unable to attend work because of illness or injury, and is not eligible for Weekly Indemnity payments, then, at the employee's request, their regular wages will be paid from these monies "in trust", to the extent of the monies available.

All monies on deposit "in trust" will be paid to the individual employee at the time of termination, or upon written request, all or any of the monies would be paid to the employee.

Alternatively, at the employee's discretion, such monies can be paid as part of the employee's regular bi-weekly pay.

The parties acknowledge that the premium is calculated based on the Employer's budgeted payment for sick leave at the time this Agreement was established, and further agree that the payment will not vary regardless whether the Employer's experience in respect of sick leave varies after the parties enter this Agreement.

- 24:02 The frozen sick bank of employees from the old sick leave plan will be indicated to them twice yearly in writing with their pay slips.
- 24:03 Where an employee's vacation is interrupted due to a serious illness, the period of serious illness shall be considered as sick time provided the employee provides satisfactory documentation to support the illness. The employee shall reschedule the portion of time, in mutual agreement with the supervisor.
- 24:04 For the purpose of this Article "regular attendance" means, for any month, the attendance of an employee at his regular duties on the days during the hours for which his attendance is required during that month, according to the terms of his employment, subject to the proviso that no credit for sick leave shall be given to an employee in any month, who in that month is absent through illness for more than one (1) day after the expiration of his sick leave credits.
- 24:05 When sick leave pay is claimed by an employee the Employer reserves the right to request a medical certificate from any employee who has been absent and failure to provide such certificate if required shall disentitle the employee to sick leave payment for said illness. The Employer agrees that it will not as a matter of general practice request such medical certificates in all cases, but rather, such requests shall be made by the Administrator only where an employee's absence because of claimed illness has become questionable.
- 24:06 Any material misrepresentation as to the fact of an employee's illness and made by the employee may be cause for immediate discharge without notice.
- 24:07 Upon termination of employment an employee shall forfeit all claims for payment of accumulated sick leave.
- 24:08 Any employee who is unable to report for duty on his scheduled shift shall notify the Employer of this fact four (4) hours in advance of the commencement of his scheduled shift; provided that this requirement shall be waived by the Employer where the employee is unable to give such notice due to circumstances beyond his control.

- 24:09 For the purpose of this Article "month" to a full time employee shall mean a calendar month and to a part time employee "month" shall mean twenty-two (22) scheduled shifts.
- 24:10 For the purpose of this Article, the word "sick" means an injury or a physical incapacity but excludes pregnancy or childbirth.

## **ARTICLE 25 – GENERAL**

- 25:01 Whenever the singular or masculine are used throughout this Agreement, they shall be construed as meaning the plural or feminine or neuter gender where the context or the parties hereto so require.
- 25:02 The Union will prepare final drafts of the collective agreement and provide the same to the Employer. The Employer will review the said documents and return them to the Union within sixty (60) days. The parties agree to split the cost of printing the collective agreement.
- 25:03 Where as the result of the Employer's error an employee receives a regular pay that is less than the amount to which they would otherwise be entitled, and the error amounts to seventy-five dollars (\$75.00) or more, the payment will be made within forty-eight (48) hours of being notified of such error (excluding Saturday, Sunday and holidays). Errors of less than seventy-five dollars (\$75.00) will be corrected on the next pay period after being notified of such error.
- 25:04 It is the employee's responsibility to notify the Company in writing of any change of address or telephone number. A copy of this notification will be given to the Union Chairperson.
- 25:05 **Recent and Related Experience**  
Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to the maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one years' experience. Where the experience is part time, one year equals 1800 hours.

## **ARTICLE 26 – JOB DESCRIPTIONS**

- 26:01 The Employer shall make available to the Union, on request, job descriptions/routines of positions in the Bargaining Unit. This provision in no way affects the Employer's right under Article 6 of this Agreement.

## **ARTICLE 27 – RETROACTIVITY**

- 27:01 Wage increases shall be fully retroactive and applicable to all hours paid by the employer. Retroactive payment will be made by separate cheque within two (2) full pay periods following notice of ratification by the Union, and will include a breakdown of hours.

It is agreed that any retroactive payment negotiated or awarded will only be payable to those employees employed on the date of ratification and/or the date of the interest arbitration award based on hours paid. Despite the foregoing, employees who legitimately retired, regardless of the time frame, or employees who voluntarily left their employment within sixty (60) calendar days of the date of ratification and/or the date of the interest arbitration award will also be eligible for the retroactive payment.

## **ARTICLE 28 – SHIFT PREMIUM**

28:01 Effective the first pay period following ratification, all employees who work on the afternoon or night shift shall receive a shift premium of twenty-eight cents (28¢) per hour in addition to their regular hourly rate.

For clarity, a shift will be considered an afternoon or night shift where the majority of the hours worked on the shift are between 2:00 p.m. and 6:00 a.m. of the following date. The premiums are to be paid only on the hours worked between 2:00 p.m. and 6:00 a.m. of the following date.

28:02 **Weekend Premium**

Effective 1<sup>st</sup> pay period after ratification, provide for a thirty cent (30¢) per hour weekend premium 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.

Effective August 1, 2017, provide for a thirty-five cent (35¢) per hour weekend premium 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.

## **ARTICLE 29 – PART TIME WAGE PROGRESSION**

29:01 Effective May 1, 1993 for the purposes of wage progression for part time employees;

1800 hours paid = 1 year

Further, all part time employees hired before May 1, 1993 will be given credit for their current level of service, (Eg. 1-1/2 years' service = 2700 hours paid) and then will progress on the new formula of actual hours paid effective May 1, 1993.

## **ARTICLE 30 – HEALTH AND SAFETY**

The terms of reference of the Joint Health and Safety Committee shall only be amended by mutual agreement of the Joint Health and Safety Committee.

30:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent injury and illness.

30:02 A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial

functions, 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 elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The Union agrees to limit representation from the full time and part time bargaining units to one (1) joint representative which may be increased by mutual agreement of the parties. There shall be two (2) representatives on the Committee from the Unifor bargaining unit, one (1) of whom shall be certified.

30:03 Two (2) representatives from the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspection of the work place and equipment and shall report to the health and safety committee the results of their inspections. 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 to the Employer on the nature and causes of the accident or injury. Furthermore, such representative must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled times spent in all such activities shall be considered as time worked.

30:04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board relating to the number of work accidents, fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Workplace Safety and Insurance Board may decide to disclose.

30:05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

30:06 **Residents Having Serious Infectious Diseases**

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

30:07 There shall be two co-chairs for the Committee: one selected by employees by the various bargaining units and one selected by employer.

30:08 Each year on April 28 at 11:00 a.m. one minute of silence may be observed in memory of workers killed or injured on the job. The Union and Employer agree resident safety shall not be affected.

30:09 The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g. gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment employees are obligated to comply with such recommendation(s).

30:10 The parties agree that if incidents involving aggressive clients action occurs, 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 in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

30:11 **Lockout and Machine Guarding**

The Employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop a lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

30:12 **Injured Workers Provisions**

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

30:13 **Staff Abuse**

The parties agree that abuse of staff, including threatening behaviour, must be addressed.

There will be no reprisal for the good faith lodging of a complaint by a staff member about such abuse or the participation by a staff member in an investigation with respect to such complaint.

Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse.

The parties agree that the Long Term Care environment houses residents who, through no fault of their own, may exhibit aggressively abusive behaviour and actions that may be unwelcome to staff. In order to balance those behaviours to the benefit of both the residents and the staff, the parties agree to the following:

The parties agree that if incidents involving aggressive resident's 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 in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

If an employee is faced with abuse from a resident it may be necessary for the employee to leave the threatening situation and immediately notify his or her Supervisor who will assess the situation and give further direction.

It is agreed that no employee will be required to work on-on-one in a situation in which the actions of the resident at that time directly put the employee at risk of physical harm, until a satisfactory resolution has been reached.

Incidents of abusive and threatening behaviour by a resident will be documented on the resident's chart with a view to examine and modify care approaches and interventions by staff.

The parties understand that the Employer is required to make every effort to provide appropriate care to residents who are abusive before it makes any representation for psychiatric intervention.

Notwithstanding the foregoing, the employee is required to consider the safety of the resident before disengaging or withholding care on a one-on-one basis.

#### **30:14 Influenza**

It is the policy of the Employer that all employees shall be required, on an annual basis, to be vaccinated for influenza and/or to take antiviral medication for influenza. If the costs of such medication are not covered by some other source, the Employer will pay the cost of such medication.

If the employee fails to take the required medication, he or she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by Public Health or the Employer to return to the work environment. The only exceptions to this would be:

- i) If an employee is pregnant; and
- ii) Upon written direction from the employee's physician for an employee for whom taking the medication will result in the employee being physically ill to the extent that he or she cannot attend work, in which case the employee will be entitled to use banked holidays or other lieu days, and thereafter vacation days, and thereafter leave without pay until such time as the employee has been cleared by the public health or the employer to return to the work environment.

If the employee gets sick as a reaction to the drug to the extent that he or she cannot attend work or has a severe allergic reaction and applies for WSIB, the Employer will not oppose the application.

#### **30:15 Joint Return To Work**

The employee acknowledges her obligation and the Employer acknowledges the Employer's obligation regarding an Early and Safe Return to Work and Labour Market Re-Entry programs as may be set out under the Workplace Safety and Insurance Act and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-Entry programs will include a statement that the Employer will make reasonable effort to provide modified duties.

If having commenced a modified/light/alternate work program, the employee raises an objection, the Employer will notify and meet with a member of the Union Committee to consult on a back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.

### **ARTICLE 31 – DURATION AND TERMINATION**

31:01 This Agreement shall be in effect from the 1<sup>st</sup> day of August, 2016, up to and including the 31<sup>st</sup> day of July, 2019 and shall continue in full force and effect until a new agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the Labour Relations Act of Ontario and/or the Hospital Labour Disputes Arbitration Act of Ontario.

31:02 In the event that either party gives written notice to amend the agreement within ninety (90) days prior to July 31, 2019 negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such written notice shall list the subject matter of the proposed amendments or revisions. Either party reserves the right to amend or revise such list provided the above mentioned written notice is given prior to the commencement of negotiations.

### **ARTICLE 32 – NO DISCRIMINATION / HARASSMENT/BULLYING**

32:01 The Employer and the Union agree that there shall be no discrimination, interference, restraint, or coercion exercised or practised by either of them or by any of their representatives, with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap save and except those limitations set out in the Legislation of the Province of Ontario.

The Employer and the Union agree that there shall be no bullying in the workplace. Bullying is defined as repeated, persistent, continuous behaviour as opposed to a single negative act. Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining.

32:02 The Employer and the Union agree that there shall be no harassment in the workplace by the Employer, agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or handicap save and except those limitations set out in the Legislation of the Province of Ontario.

- 32:03 Where the term 'spouse' or 'partner' is used in this Agreement, it shall mean a person to whom a employee is married or with whom the employee is living in a conjugal relationship outside marriage, including a person of the same or opposite sex.
- 32:04 The Employer and Unifor are committed to providing a positive environment for employees. All employees have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes respectful interactions and is free from discrimination and harassment as provided herein.

### **ARTICLE 33 – EDUCATION FUND**

- 33:01 The employer agrees to pay into a special dues fund the amount of two (2) cents per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by Unifor and shall be utilized by the Union at its discretion.

The Employer further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

### **ARTICLE 34– HARASSMENT POLICY IN RESPECT OF UNIFOR MEMBERS**

34:01 **Policy**

Harassment prohibited by the Ontario *Human Rights Code* including sexual harassment is offensive, degrading and threatening. The Employer and Unifor do not tolerate any form of prohibited harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

34:02 **What is Harassment?**

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the *Human Rights Code*.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every employee has the right to freedom from harassment in the workplace by the employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or handicap.

34:03 **Responsibilities**

In order to provide for and maintain an environment free of harassment, the Employer and Unifor will ensure that:

- All staff members, volunteers and persons with practising privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.

- The Employer and Unifor will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.
- The following examples could be considered as harassment but are not meant to cover all potential incidents:
  - Name calling
  - Racial slurs or jokes
  - Mimicking a person's accent or mannerisms
  - Offensive posters or pictures on paper
  - Repeated sexual remarks
  - Physical contact that could be perceived as degrading
  - Sexual flirtation, advances, propositions
  - Leering
  - Comments about a person's sex life
  - Innuendo, gestures or taunting about a person's body, disability, attire or gender.

34:04 The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

34:05 **Procedure**

The Employer and Unifor are responsible for advising a complainant when this policy applies; providing education regarding harassment, clarifying options available, identifying and assisting complainants in obtaining counselling, facilitating in the resolution process and informing the complainant of his or her rights to file a formal complaint with the Human Rights Commission, appropriate professional governing

bodies, union or charges under the Criminal Code. In addition, the Employer and Unifor will inform the complainant that he or she has the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and Unifor. They may be either verbal or in written form.
2. The Employer and Unifor will document the complaint and the individual will be informed of his/her rights.
3. The Employer will bring the matter to the attention of the person alleged to be responsible for the conduct of harassment and will attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and the respondent by the Employer and Unifor.
7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
9. At the conclusion of this step the complaint, if unresolved by the complainant will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved in Step 2 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.
11. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

### **ARTICLE 35 – SUNSET CLAUSE**

35:01 A letter of reprimand shall be removed from the employee's record twelve (12) months after the date on which it was issued, if, during those twelve (12) months, no further formal disciplinary action is taken against the employee. Should such a reoccurrence

take place within twelve (12) months, the original and subsequent reprimand will be removed only after twelve (12) months from the date of the last reprimand.

Notwithstanding the preceding disciplines resulting from a third party interface (ie. family and resident) shall remain on the record for a period of thirty-six (36) months from the date of issue.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month or thirty-six (36) month period noted above.

SIGNED THIS 15<sup>th</sup> DAY OF JUNE, 2017.

**BANWELL GARDENS**

**UNIFOR AND ITS LOCAL 2458**

Sandra C  
Janya Adams

Charlene Stued  
Laura Taylor  
Jenny Vetter  
Patricia  
Dianne Parney  
Colette Shorette

/ddcope343

**SCHEDULE "A" – STANDARD HOURLY WAGE RATES**

Wage increases for all classifications: August 1, 2016 – 1.4%

August 1, 2017 – 1.4%

August 1, 2018 – 1.4%

In addition, the RPN to receive adjustments (prior to general wage increase):

August 1, 2016 - 10¢

August 1, 2017 - 10¢

August 1, 2018 - 15¢

CLASSIFICATION	STEP	Expined Rate	Aug. 1/16 1.4%	Aug. 1/17 1.4%	Aug. 1/18 1.4%
RPN	Start	23.465	23.895	24.331	24.824
	1 yr	24.271	24.712	25.159	25.663
	2 yr	25.489	25.947	26.412	26.934
NURSE AIDE ACTIVITY AIDE	Start	19.111	19.379	19.650	19.925
	1 yr	19.702	19.978	20.258	20.542
	2 yr	20.757	21.048	21.343	21.642
HOUSEKEEPING DIETARY, LAUNDRY	Start	18.671	18.932	19.197	19.466
	1 yr	19.321	19.591	19.865	20.143
	2 yr	20.195	20.478	20.765	21.056
ASSISTANT COOK	Start	19.985	20.265	20.549	20.837
	1 yr	20.428	20.714	21.004	21.298
	2 yr	21.250	21.548	21.850	22.156
RESTORATIVE AIDE	Start	19.111	19.379	19.650	19.925
	1 yr	19.702	19.978	20.258	20.542
	2 yr	20.757	21.048	21.343	21.642
HCA CERT. ACT, or RES. AIDE	Start	19.358	19.629	19.904	20.183
	1 yr	19.959	20.238	20.521	20.808
	2 yr	21.015	21.309	21.607	21.909
WARD CLERK	Start	15.627	15.846	16.068	16.293
	1 yr	16.266	16.494	16.725	16.959
	2 yr	16.574	16.806	17.041	17.280

## **LETTER OF UNDERSTANDING #1 – VACATION SCHEDULING FOR PERIOD MAY 15<sup>TH</sup> TO SEPTEMBER 15<sup>TH</sup>**

1. On February 1<sup>st</sup>, the employer will post a list of all employee's vacation entitlements as of the March 30<sup>th</sup> following;
2. On February 15<sup>th</sup>, the employer will establish a vacation schedule attempting to indicate the number of employees that may be off at any one time according to shifts, classifications and departments.
3. On February 16<sup>th</sup>, the employer will post a blank master vacation schedule. Members will indicate their requested vacation time.
4. The master vacation schedule requests will be removed on March 20<sup>th</sup>.
5. The employer will notify the members of approval or denial of vacation requests by April 4<sup>th</sup>.
6. Members who have been denied vacation time will advise employer of alternate dates of vacation within seventy-two (72) hours.
7. Vacation schedule will be finalized on or by April 11<sup>th</sup>.
8. No employee can displace another employee from the posted vacation schedule even if the employee is senior. Any employee that for whatever reason did not sign for their full entitlement, may do so in any of the remaining vacation weeks on their shift, classification and/or department in the order in which they request to do so.
9. The employer will post a list on March 20<sup>th</sup> whereby part time staff in the nursing department will indicate the number of shifts bi-weekly that they are available to work during the proposed period.
10. The part time list will be removed on March 27<sup>th</sup>.
11. It is understood by the parties that this agreement is entered into in good faith and will be for a one (1) year trial period. If the system works to both parties satisfaction, it will continue. If the system does not work, the parties will resolve any and all differences at a labour/management meeting to be held as early as possible.
12. Include language under Summer Relief as existing.

## **LETTER OF UNDERSTANDING #2 – PARKING**

The Employer agrees that during the life of this Collective Agreement employees will not be required to pay for parking their private motor vehicles on the Employer's property while the employee is attending at work.

In turn, it is agreed that the Employer has no responsibility for any loss or damage to the employee's vehicle while it is on the premises of the Employer.

## **LETTER OF UNDERSTANDING #3 – MEDICAL CERTIFICATES**

The parties agree to attach the following minutes of settlement to the Collective Agreement, with the understanding that if any legislation is passed that requires the Employer to pay the cost of any medical certificates, these Minutes of Settlement will be null and void.

### **Minutes of Settlement – Re: Medical Certificates**

Whereas there has been discussion between the parties as to the responsibility for the payment for "medical certificates" under the Collective Agreement, and whereas the parties desire to resolve this matter, therefore;

#### **1. Article 13**

- (a) Under sub article 13:01, the applicant is responsible for the cost of any medical certificates.
- (b) Under sub article 13:02 (a), the employee is responsible for the payment for the certificate.

Notwithstanding that the Collective Agreement requires the employee provide a certificate by the examining physician, the Employer will accept the attached "self-certification".

The Employer reserves the right, with the giving of written notice, to revert to the specific language of the Collective Agreement.

- 2. Where provisions of the Collective Agreement require an employee to provide a medical certificate in order to claim benefits or entitlements, then the employee would be responsible for the cost of any certificate.

Without restricting the generality of the foregoing, it is specifically noted that Article 15:04 (i), Article 21:04, Article 25:03 and related articles of the Collective Agreement are examples.

#### **3. Article 25:01**

Where the Employer requests a medical certificate under the provisions of this sub article, the Employer will assume the obligation to pay the reasonable cost arising from such a request. The Employer agrees to reimburse employees within two (2) business days (excludes weekends and statutory holidays) after receiving receipt of payment.

## ***LETTER OF UNDERSTANDING #4 – CHRISTMAS NEW YEAR'S SCHEDULE AND ARTICLES 20:02 AND 21:08***

The parties agree that the Christmas/New Year's schedule will be properly discussed at a Labour/Management meeting, with a view to providing a schedule of maximum benefit to employees, while still meeting the language of the Collective Agreement. The parties agree that Article 20:02 (b) may be waived to accommodate this scheduling.

The Company and the Union will meet within thirty (30) days after ratification to discuss the Christmas / New Year's schedule.-

## ***LETTER OF UNDERSTANDING #5 – ORIENTATION***

The Employer will attempt to provide three (3) days orientation for new employees.

During that orientation period and notwithstanding any other provision of this Collective Agreement, the new employee will be paid the Ontario minimum wage.

If the Employer cannot provide the three (3) days orientation, the employee will be paid at the appropriate start rate of their position.

## ***LETTER OF UNDERSTANDING #6 – CALL-IN PROCEDURE FOR PART TIME EMPLOYEES, THE AVAILABILITY OF PART TIME EMPLOYEES AND OTHER MATTERS***

The Employer agrees that it will offer any and all available work, caused by the replacement of absent employees, to part time employees in the department concerned in order of seniority.

The work will be offered to part time employees either in person or by way of a telephone call to the telephone number(s) (a maximum of two (2) numbers on file) submitted by the employee.

The person designated by the Employer to call in part time employees will keep a record of all telephone calls made, including the time of the call and response, if any.

In the event the person designated by the Employer to call in part time employees misses an employee for call-in in error, the affected employees will be scheduled one extra shift during the next pay period on a day and shift of the employees' choice, once the error has been verified by the Administrator.

The Employer reserves the right to assign the employee to work on a floor of their supervisors' choice during the chosen extra shift. The extra shift will not be used in the calculation for eligibility of overtime premium unless the missed shift would have been paid at overtime rate. The extra shift will not jeopardize the employees' availability for

call-ins to replace absent employees and they will be called to replace absent employees in accordance with their seniority as if the extra shift had not been given.

The Employer agrees that it will produce the record referred to in paragraph (e) above to the Chairperson upon request. Failure to schedule the extra shift in that period, does not lead to the employee's losing the extra shift.

### **LETTER OF UNDERSTANDING #7 – PENSION**

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or on the amount owing by the Plan to the Employer, an auditor from the firm Orenstein & Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan.
2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Pension Plan which may impact the Employer whether financially, or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side.
3. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with applicable legislation.
4. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

### **LETTER OF UNDERSTANDING #8 – RED CIRCLED EMPLOYEES**

It is agreed and understood that the following employees are deemed to be red-circled in order to be allowed to bid on nursing department positions (other than RPN positions) with no previous nursing experience.

It is further agreed and understood that after canvassing all bargaining unit staff the following are the only employees that have no nursing experience. By extension, all other employees would have nursing experience (although they may not have HCA certificates) and would be allowed to bid on nursing department positions (other than RPN, except those holding a RPN certificate).

The following have indicated that they wish to maintain their rights to bid into the nursing department and may bid on nursing positions:

Joan Skinner  
Judy Tripp  
Angela Paquette

The following have indicated they have no immediate desire to move to the nursing department but wish to maintain the right to do so and may bid on nursing positions;

Deanne Campeau  
Asuncion Ambrosia  
Elvine Hamelin  
Mirika Zivcic  
Tanya Vetor

### ***LETTER OF UNDERSTANDING #9 – HOUSEKEEPING SCHEDULE***

The parties agree that for the purposes of scheduling the housekeeping “A” shift that exists as of March 2001, normal scheduling practices for part time employees do not apply.

### ***LETTER OF UNDERSTANDING #10 – VIOLENCE AGAINST WOMEN***

The parties hereby recognize and share the concern that women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

### ***LETTER OF UNDERSTANDING #11 – RAI RESULTS***

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 RAI results. The Employer agrees to provide the Union with staffing levels, the impact of related payroll costs on staffing levels and a written notice of the RAI results for the facility.

The purpose of this meeting is to discuss the impact of the RAI changes on the staffing of the facility, and provide the union with an opportunity to make representation in that 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.

### ***LETTER OF UNDERSTANDING #12 – UNION OFFICE***

A-3 The Employer to allow the Union Committee the use of office equipment, phone, fax, photo copier and private office area when required to conduct union business as per past practice.

### ***LETTER OF UNDERSTANDING #13 – RE: SICK BANK***

The Employer will pursue the option of placing sick leave accumulation on each pay stub.

If the above is not feasible and the reasons are outlined to the Union Committee, the Labour Management Committee will meet for the purpose of devising a system of updating employees regularly on the status of their sick bank.

### ***LETTER OF UNDERSTANDING #14 – RESIDENT ABUSE***

The Employer will provide each employee at time of hire with a copy of its current resident abuse policy and will be available to answer any questions the employee may have about the policy. Such employees shall be required to read the policy provided and sign that they have read the policy and have had an opportunity to review any questions that they may have about the policy with the Employer.

The Employer will provide an in-service in each calendar year with respect to the resident abuse policy current at the time of the in-service and will be available to answer any questions the employee may have about the in-service. The Employer shall provide the employees at the in-service with a copy of the current resident abuse policy. Employees who attend such in-service outside their regular working hours will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

Nothing herein interferes with the right of the Employer to introduce an amended resident abuse policy at any time. The Employer shall provide an in-service about such amendment, and will provide the employees with a copy of the amendment. Employees who attend such in-service outside their regular working hours, as may be required by the Employer, will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer and the Union understand and agree that every person has a positive obligation under the Nursing Homes Act to report forthwith resident abuse or the suspicion of abuse and the information upon which it is based without fear of reprisal.

### ***LETTER OF UNDERSTANDING #15 – CHIROPRACTIC / EYE EXAM***

Where the benefit plans provide for chiropractic coverage and eye examination, the Employer agrees that that coverage will continue notwithstanding that OHIP no longer includes such services as insured services.

## ***LETTER OF UNDERSTANDING #16 – INVESTIGATION OF ALLEGED RESIDENT ABUSE***

The parties agree that the abuse of residents will not be tolerated and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of alleged abuse. Where an employee is required to leave the workplace while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all schedule hours lost as a result of the absence.

The Employer agrees that when an employee is sent home with pay pending investigation, and the Union Committeeperson is on site, the Union Committeeperson will be present at the time the employee is sent home. If a Union Committeeperson is not present, the Union Committeeperson will be advised not later than the next business day.

All investigations will be completed as quickly as possible. Where an interview of an employee witness is conducted by the Employer, the employee witness may request that a Union Committeeperson be present.

Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

## ***LETTER OF UNDERSTANDING #17 – GREENSHIELD***

In the event the Employer considers changing the carrier of health and welfare benefits in place as of the date of ratification, Greenshield will be invited to submit a proposal.

## ***LETTER OF UNDERSTANDING #18 – CLOSURE TO AVOID THE UNION LANGUAGE***

The Employer agrees to not close an existing home and open another in an attempt to avoid the Union during the term of this Collective Agreement.

## ***LETTER OF UNDERSTANDING #19– RPN PRACTICE***

Registered Staff meetings will be scheduled monthly one (1) year in advance and posted.

## ***LETTER OF UNDERSTANDING #20 – WSIB FORM 7***

The employee copy of the completed WSIB Form 7 will be left in a sealed envelope for pick up in the business office behind the Health and Safety Mailbox.

## **LETTER OF UNDERSTANDING #21 – PART TIME PREFERRED DAYS OFF**

Part time employees will be allowed to submit eleven (11) days prior to schedule posting, preferred days off.

- i) Must be available for number of shifts, as per contract for part time.
- ii) Employer is not obligated to meet preferred days off but will try to accommodate when scheduling allows.

## **LETTER OF UNDERSTANDING #22 – EDUCATION**

The Parties agree to make in-service education a standing item of discussion in the Labour / Management Committee for the term of this agreement. The Employer agrees to have Linda Calabrese in attendance at the first two meetings after ratification.

## **LETTER OF UNDERSTANDING #23 – WOMEN'S ADVOCATE**

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of women's advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate and/or Management will make themselves available to female employee's as needed to discuss problems with them and access local services and supports as required.

The name of the Advocate will be posted on the Union bulletin board. The employer agrees to provide a provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the woman's advocate.

## **LETTER OF UNDERSTANDING #24 – WORKLOAD REVIEW**

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- (a) At the time the workload issue occurs, discuss the issue with the Employer to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer who has responsibility for timely resolution of workload issues.

- (b) Failing resolution at the time of occurrence of the workload issue, the workload concern(s) will be reduced to writing using the Union's standardized form and addressed at the next scheduled labour/management meeting.

Implementation of Workload Review Form attached hereto as Appendix A.

### ***LETTER OF UNDERSTANDING #25 – MANDATORY EDUCATION AND IN-SERVICES***


When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend any in-service program or e-learning outside of her or his regularly scheduled working hours, the employee shall be paid at her or his regular straight time hourly rate of pay.

### ***LETTER OF UNDERSTANDING #26 - VACATION***

1. Employees will book vacation in accordance with the Collective Agreement.
2. Full time employees will be paid for vacation time taken at their regular straight time hourly rate of pay for each hour of vacation taken to the extent that there is money in the employee's vacation bank.
3. If by the beginning of March in any year a full time employee has a positive balance remaining in her vacation bank and has not booked vacation for the month of March, her remaining balance will be paid out in the last pay falling entirely in the month of March.
4. Part time vacation pay will be paid out as a lump sum in the month of March as well.
5. All employees are expected to take a minimum of two weeks of vacation in order to ensure compliance with the Employment Standards Act.
6. Any employee who feels she has not been paid all of her vacation monies shall submit a complaint to the Administrator.

The parties agree to follow the award of Ted Crljenica with respect to holiday pay:

1. For all full time employees, holiday pay is fixed at 7.5 hours pay per holiday.
2. For all part time employees, holiday pay is determined by totaling the number of hours worked and paid and the number of hours for which a part time is paid even he or she did not work those hours (including paid leaves under the collective agreement; vacation pay; and holiday pay) and dividing this by the total of the shifts worked and paid.
3. In order to be eligible for holiday pay, employees must comply with Article 21.03 (a) and 21.04, including, but not limited to working their scheduled shift immediately prior to and immediately following the holiday, and the holiday if scheduled to do so, unless absent due to illness verified by a medical doctor's certificate in which case the employee will be entitled to one day's holiday pay.
4. Part time employees filling a temporary full time position will receive holiday pay as if they were a full time employee for the period of time they occupy the full time position.

<b>WORKLOAD REVIEW FORM</b>	
Unifor represented staff members reporting improper assignments are to complete all sections and forward copies to the Unit Chairperson and management representative as soon as possible.	
Name (print) & Classification:	
Signature:	
Occurrence Date:	Time:
Workplace:	Unit:
Description of Unit:	
Was the occurrence the result of (select any that apply): <input type="checkbox"/> Short staffing <input type="checkbox"/> Increased census <input type="checkbox"/> Increased patient acuity <input type="checkbox"/> Other (describe):	
I/We believe that I/we were given an assignment that was unsafe and/or inconsistent with proper patient care for the following reasons:	
Description of Incident:	
Recommendation to Correct Problem:	
Name/Title of Supervisor Notified:	
Date/Time of Notification:	
Method of Notification:	
Supervisor Response:	
Supervisor Response Was: <input type="checkbox"/> Adequate <input type="checkbox"/> Inadequate	
I/We reserve the right to further this through the grievance procedure, Occupational Health And Safety Committee, or Union Management Committee if the response is not sufficient to resolve our concerns. Notwithstanding any action taken, this matter may be forwarded to the Ontario College of Nursing for review under professional responsibility rules.	

**NOTE: RE: ROTATING SECTIONS**

Employees shall be rotated within their team every four (4) weeks.

**NOTE: RE: SERVICE WORKER TRAINING**

The Employer will seek written confirmation from the Banwell Gardens designated compliance office with the Ministry of Health and Long Term Care that a Food Service Worker who commits to take and successfully complete the required Food Service Worker training within a period of twelve (12) months, will meet current legislated requirements for long term care. Note: The twelve (12) months may be extended depending on course availability locally.

**NOTE:**

The Employer agrees to discuss as contemplated in #12 of the current Letter of Understanding #1, through Labour/Management Committee, to the development of a vacation scheduling process that addresses vacation scheduling concerns/deficiencies of the existing language by October, 2007.

/ddcope343