

COLLECTIVE AGREEMENT

Between:

UNIFOR and it's Local Union 504

-and-

Schlegel Villages Inc. cob as The Village of Wentworth Heights  
Retirement Home Agreement

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## PREAMBLE

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Whereas the Union by Certificate dated April 28, 2003 is the certified bargaining agent of all employees covered by the Certificate, the parties hereby make a collective agreement as follows.

### ARTICLE 1 - GENERAL PURPOSE

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and its employees of the Retirement Home. It is the desire of both parties to cooperate in maintaining a harmonious relationship between the Employer and its employees and to settle amicably differences or grievances which may arise from time to time hereunder in the manner hereinafter set out.
- 1.02 The Employer, the employees, and the Union will endeavour to work together to ensure the delivery of the best possible living environment for the residents.

### ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of Schlegel Villages Inc. c.o.b. as The Village of Wentworth Heights in Hamilton, Ontario, save and except nurse managers, registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman and office staff and undertakes that it will not enter into any other agreement with employees either individually or collectively which will conflict with any of the provisions of this Agreement.

The provisions of this collective agreement shall apply only to the employees of the Retirement Home at the Village of Wentworth Heights. Bargaining unit members who are employees of the Long Term Care Home at the Village of Wentworth Heights shall have no rights of any kind under this collective agreement, rather the terms and conditions of their employment shall be governed exclusively by the provisions of the Long Term Care Home collective agreement with the Union.

- 2.02 The Employer and the Union agree that there will be no discrimination, harassment, interference, restriction or coercion exercised or practised by the Employer or by the Union or by any of their representatives with

respect to any employees 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 disability, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario, nor by reason of Union membership or activity, or non-membership or non activity in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

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

2.03 It is agreed that the word "employee" or "employees" whenever used in this Agreement shall be deemed to refer only to an employee or employees of the Retirement Home who is/are in the bargaining unit as hereinbefore defined and where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun, and vice-versa, where the context so requires.

#### 2.04 Joint Committee on Harassment

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

Where a bargaining unit member complains of harassment by a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and of the UNIFOR. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response she is entitled to file a grievance under the terms of this Collective Agreement.

### ARTICLE 3 – MANAGEMENT RIGHTS

3.01 It is recognized that management of the Home and direction of the working forces are fixed exclusively in the Employer, which maintains all rights and responsibilities of management not modified by this agreement. The exercise of such rights shall include:

- (a) plan, direct and control the operation of the Home in accordance with its obligations, to introduce new therapeutic methods and equipment, and to decide the location of equipment.
- (b) Determine the amount of supervision, and the number of employees, to establish the standards of performance of all employees, to combine or split departments, and to decide the increase or decrease of staff.
- (c) to maintain order, discipline and efficiency, and to make and enforce reasonable rules to be observed by its employees, provided that they are not inconsistent with the provisions of this Agreement. Further it is agreed that when making any new rules, regulations or altering past practices the Employer will inform the Union Committee at the first reasonable opportunity and will consider any representations the Union may make as a result;
- (d) to select, hire, classify, transfer, promote, demote, layoff, recall, suspend and discharge employees for just cause, provided that a claim that an employee has been disciplined or discharged unjustly may be the subject of a grievance, and dealt with in accordance with the Grievance Procedure.
- (e) to discharge probationary employees at its sole discretion, and such discharge of a probationary employee shall not be subject to the grievance and arbitration procedures contained herein, provided such discharge is not in violation of the Human Rights Code or the Employment Standards Act.

#### ARTICLE 4 - UNION REPRESENTATION

4.01 The Union shall elect or otherwise select up to five (5) members of the bargaining unit who are employees of the Retirement Home, who shall function as the Union Committee. One (1) of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer with an update on the current Union Committee representatives and at each time a Committee member is changed, the Employer will be provided with written notice. At least one (1) representative shall be selected from the part time group of employees.

The Employer agrees to meet with up to three (3) committee members for the purposes of bargaining renewals to this agreement. At least one (1) member of the bargaining committee shall be a part time member, and one (1) shall be a full time member.

- 4.02 The Union Committee shall have the right at any time to have the assistance of a Union Representative in all labour-management relations. Such Representative shall have access to the Home's premises to discharge such duties as a representative of the Union, provided that reasonable advance notice is given to the Administrator, or designate and permission is obtained; such permission shall not be unreasonably withheld.
- 4.03 The Union recognizes that the Union Committee members have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union-Management business will be consumed by such persons during working hours. Committee members are required to obtain permission from their supervisors before leaving the work area and such permission will not be unreasonably withheld. When such Union-Management business has been completed, Committee members will advise their supervisors and return to work.

Members of the Union Committee shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings with representatives of the Employer, whether on or outside the Employers' premises, for which permission has been granted.

Each member of the Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer before, but not during, the Conciliation process. The Employer will provide up to two (2) employees in the bargaining unit the opportunity to reschedule their days off to a maximum of two (2) days per week. If the supervisor is unable to accommodate a change in schedule for one (1) or both of the employees, such employee(s) will be paid 7.5 hours for the day.

- 4.04 The Union shall not engage in Union activities during working hours, or hold meetings at any time on the premises of the Employer without permission of the management.
- 4.05 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:

An equal number of representatives of each party shall meet at a time and place mutually satisfactory. 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. It is understood that such matters may include scheduling and the work-load assigned to Registered Staff in the bargaining unit.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless agreed otherwise.

#### 4.05 EAP Committee

The Employer and the Union share a deep concern about the problems which exist in our society today. Therefore, the Employer agrees to continue the Employee Assistance Program presently in effect. In addition, the Committee, consisting of at least two (2) but not more than three (3) representatives of the Employer and the Union will update and modify the program as required by mutual agreement.

This Committee will meet on a regular basis and will promote its functions with a view of encouraging employees to bring possible problem situations to the attention of the Committee as soon as possible.

The Employer will ensure that all members of the Committee will be given the opportunity to attend training and education courses related to the Employee Assistance Program, at no cost to the Committee members including lost time during their regular working hours where applicable.

The Committee will set up education programs for both Management and Union representatives concerning various problems in society. Any lost time incurred on courses approved by the Employer related to this program, will be paid by the Employer.

The Employer recognizes that Committee Members must share their own time for this program for this to be effective. Therefore, any lost time during regular working hours will be paid by the Employer with no loss of earnings to the Member(s).

The Committee will keep all matters brought to its attention in strict confidence.

### ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 The parties hereto agree that it is of the utmost importance that grievances be adjusted as quickly and equitably as possible. A grievance is defined as a complaint or dispute concerning the interpretation, application, administration or alleged violation of the Collective Agreement. In the event of a grievance the following procedure shall apply:

### Step No. 1

- (a) Any employee having a grievance will make known to her immediate supervisor the fact that she has a grievance within seven (7) calendar days after the incident giving rise to the grievance.
- (b) Within seven (7) calendar days of this notification, the immediate supervisor shall have a meeting with the employee for the purpose of discussing the grievance. The employee may have her committee person present during this verbal discussion, if the employee so desires.
- (c) The immediate supervisor shall state her decision verbally within seven (7) calendar days from the date of this discussion.

### Step No. 2

- (d) If the employee is dissatisfied with the decision of the immediate supervisor, the grievance shall be placed in writing and shall state the nature of the grievance and the redress sought.
- (e) This written grievance, signed by the employee, must be presented to the General Manager or her designated representative by the committee person within seven (7) calendar days from the date of the immediate supervisor's reply in the first step of the grievance procedure.
- (f) Within seven (7) calendar days of receipt of the grievance, the General Manager or her designate representative will arrange a meeting with the Union. If desired, the Employer will be represented by the immediate supervisor and General Manager or their designate(s). The Union will be represented by the Union Representative (or designate), one committee person, the grievor.
- (g) Within seven (7) calendar days of this meeting the General Manager or her designated representative shall render her decision in writing.
- (h) The Union shall indicate within twenty eight (28) calendar days after receipt of the General Manager's letter, their agreement or intent to proceed to arbitration.



- (i) The parties will cooperate to schedule meetings for individual employee grievances in consideration of both the Home's operational needs and the shared value of resolving disputes promptly.

## 5.02 Harassment Policy in Respect of UNIFOR Members

### 1. Policy

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

### 2. What is Harassment?

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

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member 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, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

### 3. 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

#### 4. 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 their right 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 they have 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 to be 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 responsible for the conduct of harassment and 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 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, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed 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.

### 5.03 Woman'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 with these and other issues.

For this reason the parties agree to recognize the role of a 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 will make themselves available to female employees 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 access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

## ARTICLE 6 – ARBITRATION PROCEDURE

6.01 Either party may refer a matter to arbitration within twenty-eight (28) calendar days of the response given at the final step of the grievance procedure. The parties agree to use a sole arbitrator in place of a Board of Arbitration selected from the arbitrators listed below:

W. Rayner  
P. Barton  
L. Davies  
T. Armstrong  
W. Kaplan

6.02 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including a question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either party, after exhausting the grievance procedure, may submit the matter to arbitration as provided, above.

Proceedings before an arbitrator shall be expedited by the parties. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

6.03 The fee of such arbitrator shall be shared equally by the parties.

- 6.04 At any stage of the arbitration procedure the parties may have the assistance of the employee or employees concerned and all reasonable arrangements will be made to permit the parties and the Arbitrator to have access to any part of the Home to view any working condition which may be relevant to the resolution of the grievance at a reasonable time and so as not to interfere with the normal function of the Home.
- 6.05 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order give any decision inconsistent with it.
- 6.06 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 6.07 Where there is mutual agreement the parties may use the process of Mediation/Arbitration.
- 6.08 If a matter has been referred to arbitration, and after a period of six (6) months no hearing date has been scheduled, the grievance will be deemed withdrawn, unless mutually agreed otherwise.

## ARTICLE 7 – GROUP AND POLICY GRIEVANCES

### 7.01 Group Grievance

The grievance procedure as outlined above shall apply equally to a grievance lodged by a group of employees, provided such grievance is submitted within seven (7) calendar days of the incident giving rise to it. Such grievance will be presented in writing to the Administrator at step 2 of the grievance procedure.

### 7.02 Policy Grievance

A policy grievance shall be defined as a grievance of general application by either the Employer or the Union affecting either of the parties directly arising out of the interpretation or administration of the Collective Agreement. Such grievance will be submitted at the final step of the grievance procedure, within seven (7) calendar days after the incident giving rise to the grievance.

## ARTICLE 8 – DISCHARGE AND SUSPENSION

- 8.01 An employee may only be discharged or suspended for just cause, except that an employee who has not completed the probationary period as established in Article 10 may be terminated by the Employer in accordance with Article 3.01 (e).

In any case where an employee may be discharged or suspended, the Employer will notify the employee concerned that an investigation is underway within fourteen (14) days of the date on which the employer first becomes aware of the event(s) on which the discipline may be based. Failure to meet this provision shall not however, void any discipline which may follow provided the Employer has conducted its investigation with diligence.

8.02 It is agreed that the Chairperson of the Union Committee or a Committee member shall be informed of the discharge of any employee in the bargaining unit as soon as possible.

8.03 An employee shall, upon written request, have an opportunity to view her personal file in the presence of her supervisor or designate. The information the employee may review will be:

1. Application form.
2. Written warnings and evaluations.
3. Incident reports.
4. Medical file.

8.04 Administration of Discipline

Where an employee is called to a meeting with the Employer that may lead to discipline of any kind which is to be placed in the employee's file, the employee shall have representation from a Committee Member at such meeting with the Employer. In the event of a suspension or discharge the employee shall be permitted an interview with a Committee Member prior to leaving the work place, if such a Committee Member is available

8.05 Letters of Reprimand

Letters of reprimand and/or any disciplinary sanction will be removed from the employee's record and not relied upon by the Employer to advance a disciplinary sanction against an employee in a progressive disciplinary manner after a period of eighteen (18) months. Disciplinary sanctions for matters involving a resident or family member shall remain on file for 36 months after the date of the last formal disciplinary action on file which involved a resident or family member.

8.06 Staff and Resident Abuse

Staff Abuse

The parties agree that abuse of staff, including threatening behavior, 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 Retirement Home 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 one-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.

### 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 abuse. If an employee sees or becomes aware of an action which may appear to be abusive, they have a legal and moral obligation to report that action to their immediate supervisor.

All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the alleged abuse of a resident by another employee. Both the employer and the Union will support such employee in bringing forth any good faith allegations of resident abuse. For clarity all employees should understand and accept that any person who is accused of abuse has a right to answer the allegations, and to explain their actions.

The Union further agrees to work with the Employer to promote an abuse free environment for all residents.”

### 8.07 Violence against Women

The parties hereby recognise and share the concern that women uniquely 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.

## ARTICLE 9 - UNION SECURITY

- 9.01 All employees covered by this Agreement shall have Union dues deducted monthly as a condition of employment.
- 9.02 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employee will be introduced to the Union Chairperson or designate by a representative of the Employer.

It is mutually agreed that arrangements will be made for a Union representative to interview each newly hired employee once during the



first thirty (30) days of her employment for the purpose of informing such employee of the existence of the Union in the facility. The Employer shall advise the Union monthly as to the names of the persons to be interviewed. The interview will not exceed fifteen (15) minutes.

- 9.03 The Employer agrees that it will deduct union dues by deduction from each pay from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in accordance with the provisions of the Constitution of UNIFOR, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union.

A list of employees for and on whose behalf such deductions have been made shall also be forwarded to UNIFOR at the same address and at the same time.

The names of those employees who have not remitted dues in a month as a result of some form of absence where Union dues cannot be deducted by the Employer, (e.g. Weekly Indemnity and WSIB) will be provided.

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement except for any claim or liability arising out of an error committed by the Employer

- 9.04 New employees shall have deductions for Union dues made from the first pay of the month following three (3) weeks employment.
- 9.05 T-4 slips issued annually to employees shall show deductions made for Union dues.
- 9.06 The Employer will provide on a quarterly basis a list of names, addresses, telephone numbers and classifications of all employees, to the Union Chairperson and the Local Union.

**9.07 Union Paid Education Leave (PEL)**

The Employer agrees to pay into a special fund, two cents (\$0.02) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR, effective from date of ratification, and sent by the Employer to the following address: UNIFOR, 205 Placer Court, Toronto, Ontario M2H 3H9, Attention: PEL Cheques payable to UNIFOR Leadership Training Fund.

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. The Union will reimburse the Employer for the cost of such benefits to the Employer during the period of the leave. The leaves will be granted subject only if they do not unduly interfere with the operation of the workplace.

## ARTICLE 10 – SENIORITY

10.01 Seniority is defined as the length of continuous service from the date the employee was last hired by the Employer. A new full-time employee will be considered on probation until after she has completed forty-five (45) days of work within any twelve (12) calendar months. A new part-time employee will be considered on probation until after she has completed three hundred and thirty seven and one half (337 ½) hours of work within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the employee was hired by the Employer.

An employee's seniority shall include only the service as an employee of the Retirement Home. No service accumulated in the Long Term Care Home shall be considered in calculating or exercising seniority under this collective agreement.

10.02 The Employer will post semi-annually a seniority list, including names, seniority and dates of hire, and supply the Chairperson of the Union Committee with a copy, as well as forwarding a copy to the Local Union office. Such list will be revised effective April 1st and October 1<sup>st</sup>. Any questions regarding the seniority list must be submitted in writing to the Employer within thirty (30) days following the posting of the list, failing which the list shall be deemed to be correct for all purposes.

10.03 In the event that a part-time employee should become a full-time employee, such employee's name will be removed from the part-time employees' seniority list. Such employee shall be credited with all accrued seniority to the date of her becoming a full-time employee based on 1800 hours being equal to one (1) year seniority.

Such employee will be given a seniority date on the full-time employees' seniority list, which will reflect the amount of her full-time seniority determined in accordance with the foregoing paragraph.

In the event that a full-time employee should become a part time employee such employee's name will be removed from the full time employee's seniority list. Such employee will be credited with all accrued seniority to the date of her becoming a part-time employee based on one (1) years seniority equals 1800 hours.

Such employee will be given a seniority date on the part time employee's seniority list, which will reflect the amount of her part time seniority determined in accordance with the foregoing paragraph.

- 10.04 In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least 6 weeks notice. This notice is not in addition to required notice for individual employees.

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

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

#### Layoff Procedure

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

- iii) where there are no employees with lessor seniority in lower or identical paying classifications, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in another classification provided she is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

### Recall Rights

- (c) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability and qualifications to perform the work. In determining the ability and qualifications of an employee to perform the work for the purpose of the paragraph above, the Employer shall not act in an arbitrary manner.
- (d) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within 6 months of being recalled provided she has maintained the necessary qualifications to do the work in that classification.
- (e) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (f) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within fourteen (14) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

- (g) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.
- (h) The job posting provisions as set out in this Agreement will continue to apply. When a laid off employee bids for and is successful in obtaining a posted position, she shall have no further recall rights with regard to recall upon successful completion of her trial period.
- (i) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months. Employees on layoff are responsible for maintaining the necessary qualifications for performing the work of the classification from which they were laid off. The Employer will make reasonable attempts to advise laid off employees of in-service and training programs that are necessary in order for the employee to maintain her qualifications for recall to her position, it being understood that any cost related to the in-service or training will be borne by the employee. The Employer will provide a receipt for such training.

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

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

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

10.05 Grievances concerning layoffs and recalls shall be initiated at the final step of the grievance procedure.

10.06 Seniority shall be lost and the employee shall be deemed to have resigned for the following reasons:

- (a) voluntarily resigns;

- (b) discharge for cause not reversed throughout the grievance or arbitration procedure;
- (c) an employee fails to notify the Employer of her intention to return to work within seven (7) calendar days following a recall from layoff and after being notified by registered mail or telephone to do so;
- (d) an employee fails to return to work on the date mutually agreed upon in sub-article (c) above without sufficient cause;
- (e) an employee is absent from work for three (3) working days without sufficient cause;
- (f) an employee overstays a permitted leave of absence unless extended by mutual consent;
- (g) an employee has been laid off continuously for thirty-six (36) months.

10.07 Any notice pertinent to the employment of any employee under this Agreement shall be given personally in writing or prepaid registered mail addressed to the employee at her last address shown on the records of the Employer. A copy of such notice shall be mailed to the Union office on the same day. It shall be the responsibility of the employee to keep the Employer and the Union informed of any changes in address and any other relevant changes.

#### 10.08 Retirement

Employees who have reached the age of sixty-five (65) may choose to retire in accordance with the normal retirement age. If they continue to work, it will be subject to annual review by the Employer to determine whether they are capable of performing assigned duties. If such employee is capable of performing her assigned duties in the opinion of the Employer, employment shall continue until such time that the employee becomes incapable.

## ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.01 The normal full-time work day shall consist of between six and one quarter ( $6 \frac{1}{4}$ ) hours and seven and one half ( $7 \frac{1}{2}$ ) hours exclusive of a half ( $1/2$ ) hour unpaid lunch. Nothing in this Article shall be understood to be a guarantee of any hours of work as set out herein.
- 11.02 The regular full-time work period will consist of between sixty two and one half ( $62 \frac{1}{2}$ ) and seventy-five (75) hours which may be averaged over a two (2) week period. It is understood that employees may be required to work up to and including five (5) consecutive days.
- 11.03 Overtime at the rate of one and one-half ( $1 \frac{1}{2}$ ) the employee's regular rate of pay is time worked in excess of seven and one-half ( $7 \frac{1}{2}$ ) hours per day or seventy-five (75) hours in a two (2) week period. Overtime can only be worked upon the approval of the Administrator or her designate.
- 11.04 Each eight (8) hour shift will include two (2) fifteen (15) minute paid rest periods, which may be taken as one (1) thirty (30) minute coffee break if mutually agreed.
- 11.05 If an employee is called-back to work after completing a regular shift of work, within the next 8 hour shift, after leaving the Home premises the employee shall be guaranteed a minimum of two and one-half ( $2 \frac{1}{2}$ ) hours' pay at one and one-half ( $1 \frac{1}{2}$ ) the regular rate of pay for each such call-back.
- 11.06 In the event employees of their own accord wish to change shifts with one another, such a change requires the approval in writing of the Employer acting in a reasonable manner on the understanding that such exchange shall not result in any premium pay by the Home.
- 11.07 When an employee reports for work at her assigned starting time without being notified two (2) hours in advance by the Home not to report to work at said time, then the employee shall receive work or pay in lieu of work, for four (4) hours during that day.
- 11.08 During the changeover from Daylight Savings Time to Standard Time, and vice versa, an employee shall be paid for 7.5 hours, notwithstanding that she has worked either 6.5 hours or 8.5 hours.
- 11.09 There shall normally be a minimum of fifteen (15) hours off between scheduled shifts of work.
- 11.10 Employees shall not be required to take time off in lieu of overtime pay, unless by mutual arrangement between the Employer and employee(s).

- 11.11 The Employer will endeavour to schedule every second (2nd) weekend off and no employee will be scheduled to work more than five (5) consecutive days, unless mutually agreed upon.
- 11.12 Four (4) week schedules will be posted at least two (2) weeks in advance. Where the Employer intends to amend a posted schedule, it shall inform the affected employees in advance of such change to the schedule, and as soon as reasonably possible. The Employer agrees to give reasonable consideration and assistance to employees requesting shift and or schedule changes.
- 11.13 There shall be no pyramiding of overtime or any premium rates in any circumstances.
- 11.14 The Employer will not split shifts absent agreement of the employee and the Union. Such agreement will not be unreasonably withheld.
- 11.15 If an employee works a shift of at least three and three quarter (3  $\frac{3}{4}$ ) hours she shall be entitled to a paid break of fifteen (15) minutes.
- 11.16 Call In

The parties agree to the following procedure for call-in.

1. A call-in list, in blank, will be posted for two (2) weeks commencing the day on which the seniority list is posted.
2. Employees will sign the list to indicate that they are available for call-in during the following six (6) months.
3. The list will be distributed to the persons responsible for call-ins required when employees cannot report for scheduled shifts.
4. The call-in list will be organized in order of decreasing seniority, with the most senior employee at the top of the list.
5. Call-ins will be done on a rotating seniority basis.
6. Where a call-in is required, calls will commence with the most senior eligible person and continue until the shift is filled. When the next call-in is required the supervisor will commence calling the next eligible person on the list immediately below the person who was last assigned and continue until the shift is filled and so on.
7. A refusal for a call-in shall be deemed to be a worked call-in for the purposes of determining who has been called on the list. After the



shift is filled all messages left and not responded to will likewise be refusals.

8. Where a call is made and a message is left (either verbal or numeric) the supervisor will continue to try to fill the shift. Should a person with whom a message was left respond before the shift has been filled, she shall be given the call-in and the next call-in will commence with the person immediately below her on the call-in list.
  9. Employees will not be called if, by working the shift, they will be entitled to overtime, unless approved by the supervisor.
  10. For the purpose of this provision, scheduling regulations that would apply to scheduled shifts will not apply to call-in shifts and these shifts may be offered to eligible employees regardless of a conflict with such scheduling regulations.
  11. This protocol will be trialed for a period of one (1) year. The parties may discuss the protocol at any time during the trial period and will review the protocol to determine what, if any, amendments need be made during or at the expiry of the trial period. Thereafter, the parties agree to review the protocol as may be necessary or requested by either party. All amendments will be by mutual agreement.
  12. A call-in record shall be kept in an appropriate location. The Union committee will have access to the document in the presence of a supervisor.
- 11.17 Employees required for reporting purposes shall remain at work for a period of up to 15 minutes beyond the end of their shift which shall be unpaid. Should the reporting time extend beyond 15 minutes, however, the entire period shall be paid at straight time.
- 11.18 A casual part-time employee means an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her, however, such employee shall be available a minimum of one (1) shift every ninety (90) days. An employee who fails to meet this requirement shall be removed from the seniority list unless there is a bona fide reason why the requirement cannot be met.

## 11.19 Twelve Hour Shifts

### 1. Work Unit and Employees Covered

This provision will cover only RPNs.

### 2. Hours of Work

The normal or standard extended work day shall be twelve (12) hours per day.

There shall be eleven (11) hours off between regularly scheduled shifts of work unless otherwise mutually agreed. The Employer shall schedule an employee to be off for twenty-three (23) hours following a night shift when the employee's next shift is a day shift, unless agreed to by the employee concerned.

### 3. Overtime

Daily overtime shall be defined as being all hours worked in excess of the normal or standard extended work day as set out in paragraph 2 of this provision.

Other than above, overtime is payable for the hours of work in excess of seventy-eight and three fourths ( $78 \frac{3}{4}$ ) hours per pay period.

### 4. Rest Periods

Employees working other than seven and one half ( $7 \frac{1}{2}$ ) hour shifts will be entitled to a paid rest period of fifteen (15) minutes for each four (4) hours of work during their shift.

### 5. Meal Periods

The unpaid meal period shall be forty-five (45) minutes long.

### 6. Vacation

Any vacation entitlement as set out in the collective agreement will be converted to hours.

### 7. Bereavement

For RPNs working extended shifts, bereavement leave shall be granted in accordance with the Collective Agreement to a maximum

of thirty-seven and one half (37 ½) hours for a five (5) day absence; thirty (30) hours for a four (4) day absence; twenty-two and one half (22 ½) hours for a three (3) day absence and seven and one half (7 ½) hours for a one (1) day absence.

8. Term

Participation in twelve (12) hour shifts shall be strictly voluntary; no employee shall be compelled to participate and there shall be no repercussion for continuing to work an eight (8) hour line.

9. Termination

Either party may, on written notice of thirty (30) days to the other party, terminate this provision.

11.20 Flex Hours

Where a resident has purchased additional services of a limited duration, the Employer may assign this additional time to employees who work on the scheduled shifts when this work is to be done. If a resident terminates the service and the Employer determines that a scheduled shift must be shortened or eliminated as a result, the Employer will give the employee affected no fewer than 4 hours advance notice of the change.

ARTICLE 12 – PAID HOLIDAYS

12.01 Employees will be entitled to the following holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

If an additional statutory holiday is proclaimed it shall be deemed to replace one of the holidays listed above so that the Employer's obligation totals eleven (11) holidays.

12.02 The *Employment Standards Act* provisions will determine the qualifiers for holiday pay and the amount of the holiday pay.

12.03 Where an employee is scheduled to work on a holiday, she shall be paid at the rate of one and one half (1 ½) times her regular straight time hourly rate for all hours worked, in addition to her holiday pay entitlement if she qualifies for such pay as outlined in Article 12.02. At the employee's

option, and provided the Employer receives at least four weeks written notice in advance of the holiday, she shall be paid at the rate of one and one half (1 ½) her regular straight time hourly rate for all hours worked, and may receive an alternate day off with pay, provided she qualifies under this article, at a mutually agreeable time within the following sixty (60) calendar days.

If the employee wishes to extend this time period, the request must be made to the Administrator. Requests will not be unreasonably withheld.

12.04 An employee who is scheduled to work on a recognized holiday, and who fails to do so, shall lose her entitlement for the holiday pay, except where such absence is due to illness, injury or other reasonable excuse. Employees who receive holiday pay under this article shall not receive additional pay (e.g. sick leave).

12.05 If one of the above named holidays occurs on an employee's regular day off, and the employee qualifies under 12.02, the employee will be paid her holiday pay, and at her option may receive an alternate day off without pay, at a mutually agreeable time within the following sixty (60) calendar days.

If the employee wishes to extend this time period, the request must be made to the Administrator. Requests will not be unreasonably withheld.

12.06 Where a paid holiday occurs during an absence due to illness/injury an employee, if eligible, shall receive sick pay or weekly indemnity benefits for the paid holiday. She shall not receive holiday pay. If, however, her weekly indemnity is less than one hundred percent (100%) of the straight time wages she would have earned for the day, then she shall have weekly indemnity topped up to one hundred percent (100%) from any holiday pay which she would otherwise have been entitled to receive for the day. If an employee is not eligible for sick pay or weekly indemnity for such an absence, then she shall receive holiday pay if she is otherwise eligible.

12.07 Christmas & New Year time off

The normal working schedule will be suspended from December 15 to approximately January 15 so that employees will have either Christmas Day or New Year's Day off. Employees may be required to alternate from year to year working Christmas Day or New Year's Day. The mechanics of this entitlement will be developed on a home by home basis.

The Employer agrees to meet with the union committee of each home within forty-five (45) days of ratification, or as may otherwise be agreed, to formalize the implementation of this provision. The parties will draft a protocol which will provide the method for scheduling in the Christmas & New Year's period.

### ARTICLE 13 –VACATION

13.01 It is mutually agreed all employees shall receive vacation with pay on the following basis:

#### Full-time

- a) Employees who have completed less than twelve (12) months of employment as of April 30<sup>th</sup>, shall be entitled to one (1) day vacation for each completed month of employment with pay computed at four percent (4%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- b) Employees who have completed one (1) year of employment as of April 30<sup>th</sup>, shall be entitled to two (2) weeks vacation with pay computed at four percent (4%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- c) Employees who have completed three (3) years of employment as of April 30<sup>th</sup>, shall be entitled to three (3) weeks vacation with pay computed at six percent (6%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- d) Employees who have completed eight (8) years of employment as of April 30<sup>th</sup>, shall be entitled to four (4) weeks vacation with pay computed at eight percent (8%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- e) Employees who have completed fifteen (15) years of employment as of April 30<sup>th</sup>, shall be entitled to five (5) weeks vacation with pay computed at ten percent (10%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- f) Employees, who have completed twenty-two (22) years of employment as of April 30<sup>th</sup>, shall be entitled to six (6) weeks vacation with pay computed at twelve percent (12%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- g) Employees who have completed twenty seven (27) years of employment as of April 30<sup>th</sup>, shall be entitled to seven (7) weeks of

vacation with pay computed at fourteen percent (14%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.

Part-time

- a) Employees who have completed less than five thousand four hundred (5400) hours paid as of April 30<sup>th</sup> shall be entitled to two (2) weeks vacation with pay computed at four percent (4%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- b) Employees who have completed more than five thousand four hundred (5400) hours paid as of April 30<sup>th</sup> shall be entitled to three (3) weeks vacation with pay computed at six percent (6%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- c) Employees who have completed more than fourteen thousand four hundred (14,400) hours paid as of April 30<sup>th</sup> shall be entitled to four (4) weeks vacation with pay computed at eight percent (8%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- d) Employees who have completed more than (twenty-seven thousand) 27,000 hours paid as of April 30<sup>th</sup> shall be entitled to five (5) weeks vacation with pay computed at ten percent (10%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- e) Employees who have completed forty one thousand, four hundred (**39,600**) hours paid as of April 30<sup>th</sup> shall be entitled to six (6) weeks vacation with pay computed at twelve percent (12%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.
- f) Employees who have completed more than fifty thousand, four hundred (50,400) hours paid, as of April 30<sup>th</sup> shall be entitled to seven (7) weeks of vacation with pay computed at fourteen percent (14%) of gross earnings for the twelve (12) month period prior to April 30<sup>th</sup>.

13.02 The time of vacation for each employee each year will be mutually arranged between the employee and the Employer, provided however that if there is a dispute over a respective vacation date between the employees, seniority of an employee shall be the governing factor.

13.03 An employee leaving the employ of the Employer for any reason at any time in her vacation year before she has had her vacation shall be entitled to her percentage of wages as provided in this Article in lieu of such vacation.

- 13.04 Employees shall indicate their vacation preference by March 15<sup>th</sup>. Once the employee's vacation period is approved it shall not be changed without the consent of the employee and the Employer. The listing of vacation periods shall be posted by May 1<sup>st</sup>.
- 13.05 All employees entitled to vacation leave shall be paid vacation pay from their bank in proportion to the amount of leave taken and payment shall be on the regular pay day which corresponds to the period of leave taken.
- 13.06 During the period June 1<sup>st</sup> to September 15<sup>th</sup> an employee shall be entitled to receive her vacation in an unbroken period of up to three (3) weeks. At other times employees may take their full vacation in an unbroken period. This article is subject to the provisions of 13.02 and 13.04.
- 13.07 Vacations shall be taken between May 1st of the current year and April 30th of the following year. Vacations earned in more than one vacation year may not be taken consecutively.
- 13.08 If one of the paid holidays occurs during an employee's vacation, the employee will be credited with an additional day off with pay, if the employee would have normally been scheduled such that she would have qualified for Holiday Pay under 12.02.
- 13.09 Vacations should start on a Monday unless otherwise requested by the employee.
- 13.10 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a death in the employee's family, the period of bereavement leave as set out in Article 15.02 shall apply and the employee may take the leave as an extension to vacation or at another time, in either case with the prior agreement of the Employer. Pay for the period of bereavement will be the amount that the employee would have received as if she had not been on vacation at the time of the death and it will be paid at the time the leave is taken.

- 13.11 Employees may use 1 week of vacation leave as single days. For full time employees this will include up to five (5) days and for part time employees up to two (2) days of leave. Pay will be determined by Article 13.05. Requests will be considered only after the posting of the vacation schedule on May 1<sup>st</sup> and will not be allowed if to do so would displace vacation leave already granted. Requests must be submitted no later than 2 weeks before the start of the work schedule during which the vacation day would occur. Employees may not book single days during June, July, August or December. Requests will be considered subject to the operational requirements of the Home.

## ARTICLE 14 – SICK LEAVE

14.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the following basis providing sick leave credits are available:

### Full-time

- a) Employees who have completed the probationary period shall be credited with sick credits equivalent to that which they would have accumulated since their last date of hire and shall continue to accumulate sick leave credits at the rate of seven and one half (7½) hours for each one hundred sixty-two and one half (162½) hours of service to a maximum of seventy-five (75) hours.

Providing credits are available, employees will be eligible to claim seventy percent (70%) of straight time wages with each credit for scheduled lost time due to illness for the first two (2) weeks of any one illness.

An employee shall apply for E.I. sick leave benefits for weeks three (3) through seventeen (17) of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. sick leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks three (3) through seventeen (17) of any legitimate illness or injury but shall not be eligible for benefits beyond seventeen (17) weeks, which are described below.

The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness and injury for week eighteen (18) through thirty (30) of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight time wages lost.

In a case where an employee has applied for and is waiting to receive E.I. benefits under this clause and payment is delayed, the employee may apply to the Employer for an advance. In such a case, the employee must present the Employer with proof of eligibility for the benefit to the Employer's satisfaction. If approved, the Employer will advance a sum equal to two (2) weeks of E.I. benefits in exchange for a written undertaking to repay the Employer at the earliest possible opportunity.



Note: The top-up scheme is subject to prior approval by the E.I. authorities and failing such approval, the Employer shall not be liable for additional coverage than contemplated by this proposal.

- b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides satisfactory documentation of illness and the hospitalization. The portion of the employee's vacation if deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- c) The employees understand that they will provide the most notice possible of absence due to personal illness, particularly for the afternoon or the evening shift.

#### Part-time

- a) Employees who have completed the probationary period shall be credited with sick credits equivalent to that which they would have accumulated since their last date of hire and shall continue to accumulate sick leave credits at the rate of seven and one half (7½) hours for each one hundred sixty-two and one half (162½) hours of service to a maximum of seventy-five (75) hours.

Providing credits are available, employees will be eligible to claim seventy percent (70%) of straight time wages with each credit for scheduled lost time due to illness for the first two (2) weeks of any one illness.

An employee shall apply for E.I. sick leave benefits for weeks three (3) through seventeen (17) of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. sick leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks three (3) through seventeen (17) of any legitimate illness or injury.

In a case where an employee has applied for and is waiting to receive E.I. benefits under this clause and payment is delayed, the employee may apply to the Employer for an advance. In such a case, the employee must present the Employer with proof of eligibility for the benefit to the Employer's satisfaction. If approved, the Employer will advance a sum equal to two (2) weeks of E.I. benefits in exchange for a written undertaking to repay the Employer at the earliest possible opportunity.

Note: The top-up scheme is subject to prior approval by the E.I. authorities and failing such approval, the Employer shall not be liable for additional coverage than contemplated by this proposal.

- b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides satisfactory documentation of illness and the hospitalization. The portion of the employee's vacation if deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- c) The employees understand that they will provide the most notice possible of absence due to personal illness, particularly for the afternoon or the evening shift.

14.02 Prior to receiving sick pay, an employee may be required to provide the Employer with a doctor's certificate certifying that she is unable to carry out her normal duties due to sickness. Such request shall be based on reasonable grounds.

- 14.03 a) If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.
- b) In alternative to (a) above, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances, the Employer shall pay for any medical fees charged beyond OHIP and in relation thereto.

14.04 Absence for injury compensable under the provisions of the *Workers Compensation Act* shall not be charged against sick leave credits.

## ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 (a) An employee desiring leave of absence of less than seven (7) working days shall make application in writing to her Supervisor as far in advance of the leave as possible. The Employer will respond to such requests in writing in a timely manner, considering the timing of the response.
- (b) Leave of absence for personal leave reasons for a length of time in excess of seven (7) working days may be granted at the discretion

of management, provided that it does not disrupt the efficient running of the Home.

Request for such leave of absence will normally be made in writing four (4) weeks prior to the date of commencement of the leave of absence, unless such notice is not possible. The written request must state the date of departure and the date of return. An employee must notify the Administrator and receive approval for any changes to the expected date of return.

In the event that two (2) or more employees request the same period of time, should management allow only one (1) leave of absence, seniority shall be the deciding factor.

#### 15.02 Bereavement Leave

Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with either the day after the funeral or the day after the equivalent service. For the purposes of this clause an employee's spouse will also include a partner of the same sex and a common law spouse, living with the employee in a relationship of some permanence.

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

Upon the death of an employee's 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, an employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.

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

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.

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

Where it is necessary because of distance, the employee may be provided additional unpaid leave. The Employer agrees to give reasonable consideration to requests for additional unpaid leave.

### 15.03 Pregnancy and Parental Leave

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

#### Pregnancy Leave

- i an employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave provided her due date falls no fewer than 13 weeks after she has commenced employment. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act* and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

- ii Pregnancy leave shall be granted as a right.
- iii The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Parental Leave, found below.

- iv An employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

An employee on pregnancy leave who is in receipt of employment insurance pregnancy leave benefits shall be paid a supplemental employment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of employment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of Unemployment Insurance benefits will not exceed seventy-five percent (75%) of the employee's normal weekly earnings.

Such payment shall commence after the two week Employment Insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

Vested Interest: Employees do not have a right to SUB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the employment insurance legislation.

- v An employee who does not apply for a pregnancy leave of absence as provided above, but who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted such leave of absence upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in

his/her opinion, delivery will occur or the actual date of her delivery.

- vi During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* provided the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- vii An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If an employee returns to work at the expiry of the normal pregnancy or adoption leave, and the employee's former position still exists, the employee will be returned to her former job. If it does not exist, the employee will be placed in a comparable position.  
  
All employees who fill vacancies as a result of the above absences shall likewise be returned to their former positions.
- viii Such absence is not an illness under the interpretation of this Agreement and sick leave cannot be used.
- ix Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- x If an employee intends to take parental leave such leave shall commence immediately upon the expiry of seventeen (17) weeks pregnancy leave. Such employee shall give the Employer at least two (2) weeks notice, in writing, if she intends to take parental leave.

#### Parental Leave

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

- ii A parent includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- iii Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

An employee not on pregnancy leave requesting parental leave, shall give the Employer two (2) weeks written notice of the date the leave is to begin, except in those adoption cases where such notice is impossible due to the parent receiving less than two (2) weeks notice from the adoption agency. In such circumstances, the employee will provide the Employer with as much advance notice as possible.

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

- iv For the purposes of parental leave the Pregnancy Leave provisions under paragraphs (vi), (vii), (viii), and (ix) shall also apply.

#### 15.04 Union Leave of Absence

- a) The Employer shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Employer. In requesting such leave of absence, the Union must give ten (10) days clear notice to the Employer, to be confirmed by the Union in writing
- b) It is understood and agreed that where such leave of absence for attendance at Union schools and conventions is granted, the Employer will continue to pay the employee(s) for the period of the leave of absence and then submit an account to the Union for the employee(s) wages and benefits, together with any other administrative costs.

#### 15.05 Education Leave

Where the employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the full costs associated with the courses. 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 write examinations to upgrade her employment qualifications.

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that he/she receives at least one month's notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the nursing home. Applicants, when applying, must indicate the date of departure and specific date of return.

#### 15.06 Jury and Witness Duty

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

- a) notifies the Home immediately on the employee's notification that she will be required to attend at court;
- b) presents proof of service requiring the employee's attendance and deposits with the Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof. Pay for witness duty shall be limited to a period of five (5) calendar days.

#### 15.07 Family Leave of Absence

Family Medical Leave is available to all employees under the Employment Standards Act. It permits a leave of up to 8 weeks in a 26 week period for those who have to care for a family member whose medical condition is serious and who is in a significant risk of dying.

Family members to whom this applies include a spouse, parent, child, step or foster parent and step or foster child, as provided in the Act.

Presently, up to 6 weeks of Employment Insurance benefits are available to employees who use this leave.



Employees who may wish to use the leave are encouraged to consult their supervisor for further details of this government program.

#### 15.08 Effect of Absence

Where they are used in this Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following.

The Employer will continue, as if an employee were at work, benefits as herein provided, relating to sick leave, vacations, seniority and service , and health and welfare programs, as set out below:

- (a) on sick leave, until accumulated sick leave credits have been paid in full or for six (6) months, whichever is greater.
- (b) receiving Workplace Safety and Insurance Benefits for a period not to exceed twenty four (24) months
- (c) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.
- (d) During an unpaid absence exceeding thirty (30) calendar days, other than an absence under the Pregnancy/Parental provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended for the period that exceeds thirty (30) calendar days; the benefits concerned appropriately reduced on a pro-rata basis, and the employee's anniversary date adjusted accordingly. In addition the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the approved leave.  
  
During such leave exceeding thirty (30) calendar days, previous accumulated service will be preserved.
- (e) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds thirty (30) calendar days.
- (f) Notwithstanding this provision, seniority, and service shall accrue during Pregnancy/Parental Leave or for a period of twenty-four (24)

months if an employee's absence is due to injury within the facility resulting in Workers' Safety and Insurance benefits. During such twenty-four (24) month period, the Employer shall continue its share of health and welfare premiums, provided the employee remits her share.

(g) Benefits on layoff

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

ARTICLE 16 – HEALTH AND WELFARE

16.01 Full and Part Time

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

All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula. The seventy-five (75) paid hour equivalent provision will be:

a) OHIP

One hundred percent (100%) of the billing rate of the Ontario Health Insurance Plan (OHIP).

b) EHC Plan

The Employer agrees to pay one hundred percent (100%) of the billed premium rate for EHC (10/20 deductible) twenty percent (20%) co-insurance plan for each eligible employee in the active employ of the Employer provided that the remainder of premium is deducted through payroll deduction. The drug benefit portion of the plan will cover only the cost of generic drugs except where prescribed otherwise by the attending health care professional.

Vision care in the amount of \$190.00 every twenty-four (24) months will be provided. Effective January 1, 2016, increase the amount to \$215.00. The employer contribution to the cost of an eye exam will be \$75 every twenty-four (24) months.

Hearing aide coverage be \$500, lifetime, including batteries and repairs.

Orthotics coverage will be \$250.

Paramedical coverage will be \$300.

c) Life Insurance

The Employer agrees to pay one hundred percent (100%) of the billed premium rate for \$25,000 Group Life Insurance for each eligible employee in the active employ of the Employer.

AD & D coverage will be at \$25,000.

d) Dental Plan

The Employer agrees to pay fifty percent (50%) of the billed premium rate for a Dental Plan Blue Cross #7 or equivalent, twenty percent (20%) co-insurance (one year lag ODA) for each eligible employee in the active employ of the Employer provided that the remainder of the premium is deducted through payroll deduction.

Dental recall coverage for persons over 18 years of age shall be once every 9 months and fluoride treatments shall be covered only if the beneficiary is under 18 years of age.

The annual dental maximum coverage shall be \$1500.

Part Time Only

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

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

The predetermined six (6) month period shall coincide with the posting of the seniority list.

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

When an employee is on:

- a) pregnancy leave,
- b) adoption leave, or
- c) approved leave of absence in excess of thirty (30) continuous calendar days,

proration upon return shall be based on percent in effect prior to commencement of leave

#### 16.02 Enrolment in Benefit Plan

Employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrollment shall occur only at the sign-up opportunities in January and July each year. Late enrollment or re-enrollment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- a) Life - when coverage approved.
- b) Dental - \$200.00 maximum benefit/covered person.
- c) EHC
  - i) Drugs - \$150.00 maximum benefit/covered person.\*
  - ii) Vision - no benefit during first six months.
  - iii) Hearing - no benefit during first six months.

\* During first twelve (12) months of coverage.

16.03 The definition of same sex partner for the purposes of applying this article, where the term spouse or partner is used, 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.

#### 16.04 New Hires

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

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

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a 75 hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement up to 100% of the Employer's paid share of premiums and benefits.

16.05 The Employer may at any time substitute another carrier for any plan (other than OHIP) provided that benefits are equivalent to the present carrier. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. The Employer shall provide the Union with full specification of the benefit programs contracted for and in effect for the employees covered herein.

#### 16.06 Benefits to Employees age 65 and Over

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

16.01 (c) reduce Life Insurance by 50%

16.01 (b) EHC Plan and Vision Care

16.01 (d) Dental Plan

14.01: First two weeks of paid sick leave only

In any event, once an employee reaches age 70 and she continues to be employed, the benefits listed immediately above shall discontinue with the exception of the sick benefit for the first two weeks of a sick absence and the employee will receive in lieu, if any, as provided in this Agreement.

### ARTICLE 17 – SHIFT AND WEEKEND PREMIUMS

17.01 Where employees are required by the Employer to rotate among two or more shifts, such employees shall be paid thirty cents (30¢) per hour for all hours worked on an evening or night shift. An evening or night shift

shall be defined as a shift where the majority of hours worked fall outside 0700 and 1600 hours.

The Employer shall be permitted to rework the current schedule and to reduce and even eliminate rotating shifts as these now exist. Once this is completed, employees will be permitted to choose their shift arrangements from the new schedule by seniority. It is contemplated that the Employer will complete this process, if it elects to follow it, before the first increase in shift premium rates noted above

17.02 A weekend premium of twenty-five (25) cents per hour will be payable on all hours worked between 11 pm Friday and 11 pm Sunday.

#### ARTICLE 18 – JOB SECURITY

18.01 Supervisors and all other persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of emergency, safety, experimental work, or instances mutually agreed upon by the parties.

18.02 The Employer shall not contract out any work usually performed by members of this bargaining unit if as a result of such contracting out a lay-off of any employees follow.

#### 18.03 Student Work

The Parties agree that unpaid students will not be used as part of the staff complement, but instead, will perform work duties under the supervision and guidance of the bargaining unit members or management team/supervisor.

The Parties agree that volunteers will perform those duties that will enrich the life of the residents.

There will be no reduction or loss of hours to full or part-time employees as a result of this provision.

## ARTICLE 19 – JOB POSTING

19.01 When a permanent vacancy occurs in the Retirement Home, either in any existing position or because a new job is created coming within the scope of this Agreement, a notice will be posted within seven (7) days which will enable employees of the Retirement Home to apply for the position. The notice shall remain posted for seven (7) calendar days. In the case of a temporary vacancy which is expected to be of three (3) months duration or longer, the Employer will post such vacancy and it shall be treated under this Article in the same fashion as a permanent vacancy.

19.02 Such vacancy or new job created shall be filled from the applications received and on the basis of seniority, provided the senior employee possesses the necessary qualifications and ability to perform the work required. Employees who have absentee records during the three (3) calendar months preceding the month of the posting in excess of the departmental average, unless such absences are verified by a physician's certificate, may have their absenteeism record considered as a factor in determining their ability under this provision. Upon successful promotion an employee will be placed on the rate in the new scale which represents an increase.

If a full-time vacancy becomes available and no full-time member applies for the position, the vacancy will be filled by a part-time member based on skill and ability. Where the skill and ability of two or more candidates are deemed relatively equal by the Employer, the person with the greater seniority will receive the position.

19.03 In the event the successful applicant, within thirty (30) working days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory to the Employer or requests a return to her former position she shall be returned to her former position without loss of seniority.

19.04 In the event an employee returns to her former position under **19.03**, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position without loss of seniority.

19.05 Only the original job and first vacancy from the successful applicant will be posted. Vacancies arising out of the second posting will be filled by the Employer.

19.06 For clarity, in view of the provisions of 2.01, no Long Term Care Home employee may apply for vacancies under this collective agreement.

19.07 An employee filing a temporary vacancy of three (3) months or longer duration shall not bid on any other temporary vacancy unless she is bidding on an assignment which is a full-time temporary vacancy.

#### ARTICLE 20 - UNIFORMS

20.01 By the end of January of each year, the Employer agrees to provide to each full-time employee, two (2) uniforms per year and to each part-time employee, one (1) uniform per year. At the time an employee is hired, each new full-time employee shall receive three (3) uniforms and each new part-time employee shall receive two (2) uniforms.

#### ARTICLE 21 – BULLETIN BOARDS

21.01 The Employer will provide two (2) bulletin boards, one by the time clock and the other in the staff room, for the convenience of the Union in posting notices of Union activity.

#### ARTICLE 22 – JOB ASSIGNMENTS

22.01 An employee who is assigned or is transferred by the Home to perform the duties of a higher-rated classification for a period in excess of one-half of one shift or is the successful applicant to a Job Posting, shall be paid not less than the start rate for that classification. If the start rate in the higher classification is less than the employee's own rate, the employee shall be paid the rate in the higher classification that is next above her own rate.

On a demotion the wage of the transferred employee shall be the corresponding rate vertically in the new classification or position.

22.02 "Call-in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

Employees who are called in will be paid overtime at the rate of time and one-half (1-1/2) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

Where the call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.



### 22.03 Responsibility Pay

When an employee is assigned to perform the duties of a classification outside the bargaining unit, she shall receive one dollar (\$1) per hour for each hour worked while performing such duties.

## ARTICLE 23 – WAGES

23.01 During the term of this Agreement the Employer and the Union agree that all payment of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made a part of this Agreement.

### 23.02 New Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local Union of the same.

If the local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within fourteen (14) calendar days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within twenty-one (21) calendar days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Home.

### 23.03 Error in Paycheque Processing

The Employer agrees to provide, within three (3) working days, payment by manual cheque to an employee whose normal pay has been shorted by one (1) or more working days.

## ARTICLE 24 – RETROACTIVITY

- 24.01 a) Any employees who have ceased to be employees shall have a period of sixty (60) days only from the date of ratification in which to claim from the Employer any retroactive adjustment to their remuneration. The Employer shall be responsible to contact in writing (with a copy to the Union Office) at their last known address, employees who have left its employ, to advise them of their entitlement to any wages adjustment.
- b) All retroactive payments will be paid out by separate direct deposit or pay cheque within two (2) pay periods of ratification.
- 24.02 The estate of an employee who dies while in the employ of the Employer shall be entitled to receive the balance of any retroactive adjustments due her.

## ARTICLE 25 - GENERAL

### 25.01 Influenza Vaccine

1. All employees are strongly encouraged to be vaccinated, subject to consent, or take prescribed anti-viral drug as directed by the employee's physician. The Employer recognizes that employees have the right to refuse any type of vaccination in a manner consistent with the *Ontario Human Rights Code*.
2. If the cost of the vaccine is not covered by some other source, the Employer will pay the full or incremental cost of the vaccine and will offer vaccine clinics at various hours. Employees shall be provided with information regarding the vaccine.
3. The determination of an outbreak will be according to the processes established by the public health authority.
4. Work schedules, restrictions, employee medical treatments, resident visitation and facility access will be as directed by the public health authority.
5. An employee who does not take the directed course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave if the credits are available.

6. Healthy, immunized, asymptomatic employees will be allowed to continue working, in accordance with the protocol of the public health authority.
7. Exempt or non-immunized employees are excluded from work, without pay, until one of the following conditions have been met:
  - a. Take amantadine or tamiflu or other approved anti-viral and receive a vaccination. Anti-virals and vaccinations must be taken according to the directions of the public health authority. An employee may return to work after commencing an anti-viral treatment and receiving a vaccination as directed by the public health authority or;
  - b. Take amantadine, tamiflu or other approved anti-viral for the full period of the outbreak or as otherwise directed by the public health authority.
8. Employees must provide documentation from a physician or specialist of medical exemption from vaccination to the employer.
9. Employees taking amantadine or tamiflu must provide a copy of the pharmacy prescription receipt to the employer before returning to work.
10. Employees who work at more than one health care facility, and an outbreak occurs in one, the employee will work at one dedicated facility until the outbreak is declared over the public health authority.
11. All workers shall return to work when the outbreak is declared over by the public health authority.

## ARTICLE 26 - STRIKES AND LOCKOUTS

26.01 The parties to this Collective Agreement recognize the existence of legal prohibition with regard to strike and lockouts under the terms of the *Ontario Labour Relations Act* and the *Hospital Labour Disputes Arbitration Act*.

## ARTICLE 27 – PENSION PLAN

27.01 The parties agree to create an RRSP-based pension plan. Employee contributions will be matched by the Employer. The contribution rates will

be at one, two, three or four percent (1%, 2%, 3% or 4%) of applicable wages, depending on what level the employee chooses. The Plan will not be mandatory and shall be open to eligible employees. Contributions made prior to the coming into force of this agreement shall be treated as though these were made under this agreement.

- 27.02 The definition of "applicable wages" for purposes of determining contributions to the pension shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- 27.03 Eligible employees shall mean all full-time and part-time employees in the bargaining unit who have completed 975 hours of service.
- 27.04 The Employer and employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which contributions are payable.
- 27.05 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 costs of benefits provided by the Plan or be responsible for providing any such benefits.
- 27.06 Where legislation or the current pension prohibits an employee from contributing to the scheme because of age, and the employee wishes to continue her contributions, then the Employer will match those contributions as provided in 27.01, but the amounts will be paid into a mutual fund chosen by the employee.

#### ARTICLE 28 – ACCIDENT PREVENTION-HEALTH AND SAFETY

- 28.01 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.
- 28.02 A Joint Health and Safety Committee shall be continued and/or established with at least 50% of its membership representative of the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions.
- 28.03 The Committee will assist wherever possible in the promotion of safety work practices, identify and communicate to employees and the Employer potential hazards, and recommended methods of improving accident prevention programs.

- 28.04 The Committee shall meet at least bi-monthly, and more frequently as the need arises. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be provided to the Employer and the Union
- 28.05 One or more Committee-appointed representative(s) shall make monthly inspections of the workplace and equipment and shall report to the Joint Health and Safety Committee the results of their inspection.
- 28.06 In the event of serious or potentially serious injury, a Committee-appointed representative shall be notified as soon as possible and shall investigate and report as soon as possible to the Committee and Employer on the nature and causes of the accident and recommend corrective action.
- 28.07 Furthermore, a Union Committee representative must be notified of an inspection by a Ministry of Labour inspector and shall have the right to accompany him on his inspection.
- 28.08 Scheduled time spent in all such activities shall be considered as time worked
- 28.09 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident 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 Board may decide to disclose to the Union.
- 28.10 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 28.11 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.
- 28.12 The parties agree that if incidents involving aggressive client actions occur, such actions will be recorded and reviewed by the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

#### 28.13 National Day of Mourning

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

#### 28.14 Protective Clothing and Equipment

The Employer recognizes the safety concerns of all staff and will provide all employees with such protective equipment and clothing as may be outlined or required in the Occupational Health and Safety Act. Where the committee recommends the wearing of certain protective clothing or equipment and the Employer implements such recommendation employees will be required to comply with the committee's recommendations.

#### 28.15 Safe Operation of Machinery

The Employer and the Committee will ensure that all equipment meets the standards of the *Occupational Health and Safety Act* and that workers using such equipment are properly trained in its use as required by the *Act*.

#### 28.16 Employment of Disabled Workers

The Union acknowledges the duty of the Employer to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this collective agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

#### 28.17 Injured Workers Provision

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 her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to her home as indicated.

#### 28.18 Access to Committee

Where the parties agree (such agreement not to be unreasonably withheld) an outside consultant/representative may be invited to make submissions to the Committee. Neither party will assign a cost for such consultant to the other.

## ARTICLE 29 – COPY OF COLLECTIVE AGREEMENT & BENEFIT PLANS

29.01 The Employer shall supply an electronic copy of the Collective Agreement to the Union for review no later than sixty (60) days following ratification. The Union shall review the copy of the Collective Agreement and present required amendments, errors and or omissions to the Employer. Upon completion of a final copy of the Collective Agreement, the parties shall meet for the purpose of signing copies and the Collective Agreement shall be printed in booklet form. The cost for such printing shall be split by the parties.

29.02 The Employer shall also provide to each employee and the Union copies of the Collective Agreement, Employee Benefit and Pension Plans.

## ARTICLE 30 - WORKERS' COMPENSATION

30.01 Where an employee is absent due to illness or injury which is compensable by Workers' Safety & Insurance Board, the following shall apply:

- a) 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 Workers' Safety & Insurance Board.
- b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent while in receipt of benefits from the Workers Safety & 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.

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

30.03 In the case of an absence due to a compensable injury or illness, where the anticipated length of such absence is 3 months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure Article 19 of this Agreement. Where the anticipated absence is less than 3 months, the Employer may fill the position at their discretion.

30.04 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 10 and within which she shall have the

right to return to work upon the recommendation of the Workers Safety & Insurance Board or an appropriate health care practitioner which shall indicate to the Employer that the employee is medically able to perform the essential duties of her pre-injury employment.

- 30.05 a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to two (2) full years mentioned above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 10.

(This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

- 30.06 If, on the recommendation of the Workers Safety & Insurance Board or an appropriate health care practitioner, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Retirement Home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

#### ARTICLE 31 - WORKERS SAFETY AND INSURANCE BOARD CHALLENGE

- 31.01 In the event that the Employer challenges a Workers Safety & Insurance Board claim, an employee, who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers Safety & Insurance Board or a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers Safety & Insurance Board if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Articles 14 and 16. Payment under this provision will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written





Schedule "A" - Wage Schedule

Wentworth Heights Retirement Home		
Schedule A		
Wage Schedule		
Classification	Grid Steps	Home Opening 2016
<b>NCP</b> (Housekeeping, Laundry, FSA and activation)	Start	14.47
	After Probation	15.10
	1 Year	15.49
	2 Year	15.62
<b>Med Tech</b>	Start	17.45
	After Probation	18.15
	1 Year	18.78
	2 Year	19.48
<b>RPN</b>	Start	21.02
	After Probation	21.32
	1 Year	21.62
	2 Year	23.12
<b>Cook 1</b>	Start	16.74
	After Probation	18.30
	1 Year	18.73
	2 Year	19.10
<b>Cook 2</b>	Start	15.41
	After Probation	16.89
	1 Year	17.32
	2 Year	17.69
<b>Maintenance</b>	Start	15.75
	After Probation	17.27
	1 Year	17.72
	2 Year	18.09

Recent and Related Experience - RPNs only

The Employer will recognize recent and related experience on the basis of one (1) annual increment on the wage grid for each 1800 hours worked in previous employment. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered under this provision and if she fails to do so she shall not be entitled to recognition.

## LETTERS OF UNDERSTANDING

### VACATION PAY

The Employer will provide employees with the amount of vacation pay that has accrued on their pay stubs. In cases of a difference between the amount of the pay stub and the actual accrual, the latter will govern.

### WORKING SHORT

The Employer agrees to discuss the topic of “working short” at labour management meetings during the currency of this agreement. Either party may bring such information or data as it wishes to the meeting.

In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that she/they have cause to believe that she or they are being asked to perform more than is consistent with proper care they may raise the matter in labour/management meetings.

### EAP COMMITTEE

The employer and the Union Committee agree to meet thirty (30) days from the date of ratification to discuss full details and implementation of the EAP program. The Employer will ensure that a representative of the EAP provider is present for the meeting and will further ensure that all relevant service information is provided to the Union Committee.

### TEMPORARY JOB POSTINGS

An employee that applies for a temporary posting and is granted that position (notwithstanding the thirty (30) day change back rule under 19.04) must complete the time in that position before being able to apply again for another temporary position, unless it is a full-time position.

### JOB POSTING

The parties will consider postings by department first, prior to considering applicants from outside the department. This Letter of Understanding will expire with the term of this renewal unless renewed by the parties.

## FILING AVAILABLE SHIFTS AND CALL INS

1. Team Members will complete and submit their “availability”, ensuring it can be relied upon. In the event a team member doesn’t provide any availability, they will not be scheduled or called upon for shifts above and beyond their job posting.
2. Prior to posting the schedule, the Employer will back-fill shifts it has determined to fill with employees, strictly on the basis of seniority, stated availability, and who possess the normal qualifications for the work to be done. The most senior of these employees with less than seventy five (75) will get the most hours.
3. Team Members will be required to check the posted schedule and work the shifts they had indicated they were available to work. Only unscheduled part time employees will be contacted by the Employer. In the event a team member fails to show, they will be deemed absent without leave and may be subject to disciplinary action.
4. In the event the schedule has been posted, shifts the Employer has determined to fill will be distributed by seniority on a rotational basis pursuant to article 11.16 of the Collective Agreement. The Employer will only call employees on the basis of their stated availability.
5. Vacation and lieu time will be provided first to the shadow, subject to availability, prior to being awarded by using the process contemplated by paragraph 2, above.
6. The parties will meet implement the above process as soon as practically possible, but not later than January 1, unless otherwise discussed by the parties.

## JOB SHARING

1. Job Sharing, for the purpose of this Agreement, shall be defined as the sharing of the hours and the responsibilities of a full-time position. An incumbent full-time employee who wishes to share his/her position must make application to the Employer. Where this is approved, it is agreed that his/her half of the position will not be posted; however, the other half of the job shared position must be posted and the selection based on the criteria

set out in the Collective Agreement. Once a full-time employee has indicated their desire to job share, the part-time component of that arrangement shall be determined subsequent to a posting as per the Collective Agreement.

2. Job sharers shall be considered part-time employees and shall be subject to the applicable provisions of the Collective Agreement, unless otherwise amended by this Article.
3. Both employees will prepare and agree upon a time schedule with an equitable distribution of hours. They will submit their schedule to the Manager or designate for approval and posting. Each job sharer shall be responsible for normal coverage of their partner's vacation up to fulltime hours.
4. The job sharers shall work on scheduled paid holidays subject to the conditions of the Collective Agreement, and whether the day is part of a job sharers regular assignment.
5. Job sharers will be expected, on a reasonable basis, to cover leaves of absence including sick leave of their partner, up to full-time hours. If the partner is unable to cover the entire leave, he/she must inform his/her Manager or designate. Those shifts which the partner is unable to cover, the Hospital will provide the necessary coverage.
6. In the event the former full-time employee leaves the current position, the position shall be posted as a full-time position and the part-time employee reverts to a part-time position.
7. In the event the part-time employee leaves the position, the former full-time partner has the option of reverting to full-time or remaining as a job sharer. If they choose job sharing, the part-time component of the job share position shall be posted as per the Collective Agreement.

#### Discontinuation

1. It is understood and agreed that a full-time employee may discontinue the job sharing arrangement with eight (8) weeks written notice to the Manager or designate and revert to his/her full-time position. Such job sharer's partner shall consequently, revert to a part-time position.
2. Any transfers or changes of status of an employee resulting from a job sharing arrangement reverting to a full-time position shall not constitute a layoff under the terms of the Collective Agreement.

3. The agreement to job share will remain between both employees so long as they are compatible, and the needs of the unit/department are met. If either of these two criteria are not met, there will be consultation between the job sharers, Manager or designate and Union to attempt to resolve the issue or dissolve the partnership.
4. In the event of a layoff, it is agreed that job sharers from the full-time will be listed on the fulltime seniority list and likewise, the part-time on the part-time seniority list.
5. The Employer shall have the option of canceling this Agreement after providing the other party with thirty (30) days written notice. The job sharers shall have the option of reverting back to their former positions should the arrangement be cancelled.

### 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.

The Union will design a form for the purpose of conveying information associated with the complaint.

## PAID HOLIDAYS

Notwithstanding anything to the contrary within the Collective Agreement, the following shall be the process for paid holidays.

1. Where an employee is scheduled to work on a paid holiday, such employee shall be paid at overtime rates for all hours worked on the holiday and such earnings shall be paid on the pay day that corresponds to the pay period in which the paid holiday occurred. The lieu day and holiday pay earned for the holiday shall be banked by the Employer.
2. Where an employee who is not scheduled to work on a paid holiday none-the-less earns a right to a lieu day, such lieu day and any holiday pay shall be banked by the Employer.
3. Where an employee earns a right to a lieu day associated with either Christmas Day or Boxing Day, the holiday pay for the lieu day will be paid on the pay day that corresponds to the pay period in which the paid holiday occurred. Such lieu days must be taken within sixty (60) days of the holiday.
4. When an employee takes a banked lieu day, the amount of holiday pay to be paid will be in proportion to the number of lieu days which are banked at the time. For clarity, if an employee has 5 lieu days banked and \$500 of holiday pay banked, when the employee takes a banked holiday the amount of the holiday will be \$100.
5. When an employee wishes to take a lieu day, a written request must be submitted to the employee's supervisor in accordance with article 11.19 of the Collective Agreement. The Employer shall have the right to grant or deny lieu days subject to the requirements of the above-named article. The employer will not unreasonably deny a request made under this process.
6. Despite paragraph 5, a lieu day will not be granted if to do so would prevent another employee, regardless of seniority, from access to vacation leave where an application for that leave was made as part of annual process for requesting vacation.
7. Where an employee does not schedule all lieu days earned in a year prior to December 1st, then the holiday pay which remains banked will be paid in its entirety in a special pay run no later than December 15th of each year. Such lieu days not taken will be forfeited. However, if an



employee wishes a day off, they must apply per article 11.19 of the Collective Agreement.

LETTER OF UNDERSTANDING

Between:

UNIFOR and it's Local Union 504

-and-

Schlegel Villages Inc. cob as The Village of Wentworth Heights  
Retirement Home Agreement

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Re: Effective Dates of the Collective Agreement for this new facility

The provisions of the collective agreement will become effective on the date the facility opens, except for the following provisions:

1. Pension will become effective twenty-four months after the opening of that facility.
2. Sick Leave will become effective for each eligible employee upon successful completion of probation where such employee shall have 22.5 hours of sick leave credits.
3. This new facility will have the following probationary period in place for twelve months after opening:

Full-Time: Four months of service  
Part-Time: six hundred (600) hours

FOR THE EMPLOYER

FOR THE UNION

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