

**COLLECTIVE AGREEMENT**

between:

**BENNETT HEALTH CARE**  
("the Employer" and/or "the facility")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 145.1**  
("the Union")

**January 1, 2017 – December 31, 2018**

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**ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish an orderly relationship between the Employer and its employees and to provide machinery for the prompt disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees in the bargaining unit in accordance with the provisions of this agreement.

**ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:
- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
  - (b) To hire, lay-off, direct, promote, demote, transfer, classify, assign duties, discipline, suspend or otherwise discharge employees, provided that a claim that an employee who has completed his probationary period has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) Generally to plan, manage, and control the work of the employees and the operations of the facility, and without restricting the generality of the foregoing: to determine the services to be rendered; to determine the kinds and location of machines, tools, instruments and equipment and to introduce new and improved methods, facilities, equipment; to control the extension, limitation, curtailment or cessation of operations including the planning or splitting up of departments, work schedules and the increase or reduction in personnel in a particular area or overall; to determine the sub-contracting of work; to select and control the use of all materials required in the operation of the facility; to schedule the work and services to be provided and performed; to control the amount of supervision necessary; to determine the qualifications needed by employees; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and to determine all matters not specifically dealt with elsewhere in this Agreement;
  - (d) to determine and establish standards, policies and procedures for the care, welfare, safety and comfort of the residents.

## 2.02 Contracting Out

The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

## **ARTICLE 3 - RECOGNITION**

### 3.01 Scope of the Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 145.1 as the exclusive bargaining agent for all health care aides, restorative care aides, recreational aides and registered practical nurses employed in a nursing capacity, employed by Bennett Health Care Centre in the City of Georgetown, save and except registered nurses, ward clerks, supervisors, and persons above the rank of supervisor.

### 3.02 No Discrimination

- a) The Employer and the Union agree that there shall be no discrimination or harassment contrary to the Ontario Human Rights Code of any employee by the Employer or the Union by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, sexual orientation, marital status, or family status and disability.
- b) The Employer and the Union agree to abide by the Ontario Human Rights Code.
- c) The parties further agree that neither the Employer nor the Union will discriminate, intimidate, interfere, restrict or coerce an employee because of the employee's membership or non-membership in the Union or because of the employee's activity or lack of activity in the Union. The Union further agrees that membership solicitation and other Union activity will not take place during working hours or on the premises of the Employer except as provided for in this Agreement.

### 3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or her/his representatives, which may conflict with the terms of this Collective Agreement.

### 3.04 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individuals and adversely affects the working environment.

### 3.05 Union Check-off

- a) Union deductions shall be made from the payroll except as provided for in section 52 of the Labour Relations Act, union dues deductions shall be made following completion of the probationary period from the payroll bi-weekly and shall be forwarded to National Secretary Treasurer of the Union not later than the 15th day of the month following, accompanied by two (2) lists of the names of all employees from whose wages deductions have been made.
- b) New Employees
  - i) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with dues Check-Off.
  - ii) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly hired employee within the employee's first thirty (30) days of employment, for the purpose of advising such employee of the existence of the Union and of his rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration. Where there is more than one (1) employee hired in the same time frame, the Employer may arrange for a group meeting.
- c) Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

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

## **ARTICLE 4 - DEFINITIONS**

4.01 A full-time employee is defined as an employee who is regularly scheduled to work seventy-five (75) hours per two (2) week pay period, exclusive of unpaid meal periods.

A part-time employee is defined as an employee who is regularly scheduled to work no more than forty-five (45) hours per two (2) week pay period, exclusive of unpaid meal periods.

A casual employee is a part-time employee who is provided with hours of work on an "as needed" basis.

4.02 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

## **ARTICLE 5 - LABOUR MANAGEMENT RELATIONS**

### 5.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, committee members and stewards. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### a) Union Officers and Committee Members

The Employer recognizes that it is the function of Union Officers to attend committee meetings and to investigate grievances as provided for in this agreement. The Union understands and agrees that Union Officers are employed to perform full time work for the Employer and that they shall not leave their work during working hours without first obtaining permission from her supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such duties shall be considered as time worked. If a Union Officer or Committee member is requested by the Employer to attend a meeting on their scheduled day off, the member will be paid straight time for the duration of the meeting.

## 5.02 Bargaining Committee

A Union bargaining committee shall be constituted of two (2) employees elected or appointed from amongst employees in the bargaining unit (along with a National Representative of the Union). The Union will advise the Employer in writing of the names of the members of the union bargaining committee. Employees on the bargaining committee will receive their regular pay for all regularly scheduled working hours lost due to attendance at negotiations with representatives of the Employer up to and including conciliation but excluding any mediation or arbitration proceedings.

## 5.03 Labour-Management Relations Committee

The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee or role of departmental meetings. The committees shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator seven (7) calendar days previous to each meeting to be placed on the agenda except when agreed otherwise. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased. In addition to the two (2) Union and two (2) Employer appointees, a representative of the Canadian Union of Public Employees and a representative of the Administrator may attend any meeting.

## 5.04 Joint Occupational Health and Safety Committee

- a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. 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.
- b) A joint Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere. One member of this bargaining unit shall be designated by the Union to sit on the Committee. The Committee shall normally meet at least once every two (2) months. Time spent in meetings



is to be considered time worked and will be paid at regular or premium rates as may be proper. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on her inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

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 lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.

The Employer and the Union agree to obtain the full co-operation of staff members in the observance of all safety rules and practices in the workplace.

#### 5.05 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of National Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably denied.

#### 5.06 No Strikes or Lockouts

During the term of this Agreement, the Employer agrees that it will not lockout employees and the Union agrees that there will be no strike at the Bennett Health Care Centre.

The term "Strike" and "Lockout" shall be defined in accordance with the definitions set-out in the Labour Relations Act of the Province of Ontario.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### 6.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) stewards, one (1) of whom shall be the chief steward whose duties shall be to assist any employee whom the steward represents, in presenting his or her grievance in accordance with the grievance procedure. Such stewards shall have completed their probationary period.

### 6.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each steward and the Chief Steward, before the Employer shall be required to recognize them.

### 6.03 Permission to Leave Work

The Union understands that each Steward is employed to perform her regular work duties for the Employer and that so far as possible all activities of the Stewards shall be carried on outside their regular working hours, unless otherwise mutually agreed. No steward shall leave her work without obtaining the permission of her supervisor or designate. The Employer shall notify the steward within one (1) hour of the request as to when she may leave her place of work. The steward shall state her destination to her supervisor and shall report to the supervisor at the time of her return to work. The Employer reserves the right to limit the steward's absence from her work if the time taken is considered excessive or if the steward does not perform her duties under this Agreement in a prompt manner. In return, the Employer will pay stewards for any regular hours of work missed in direct dealings with the Employer, but not for arbitration.

### 6.04 Definition of Grievance

For the purposes of this agreement, a grievance is defined as a difference that arises between the parties hereto or between the employees and the Employer relative to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable, and an allegation is made that this Agreement has been violated. All complaints and grievances shall be taken up in the following manner:

### 6.05 Step 1

The employee concerned who may be accompanied by a steward if she so desires shall within ten (10) calendar days of the alleged grievance take the matter up directly with her Department Head, who shall give her oral answer to such employee within ten (10) calendar days.

### Step 2

Should the employee feel that her grievance has not been settled satisfactorily, the grievor shall present the written grievance to the Administrator or designate within ten (10) calendar days of the date that the answer was received at Step 1. The employee may be accompanied by a steward if she so desires. A grievance must contain a short statement of the complaint or grievance and a brief statement of the relief sought. Then a Committee comprised of the grievor and the Steward shall meet with the Administrator to discuss the matter within ten (10) calendar days after the written presentation has been given to the Administrator. The Administrator or designate shall answer in writing no later than ten (10) calendar days after this meeting. At least twenty-four (24) hours prior notice of such meeting shall be given to all concerned. It is further understood that a representative of the Canadian Union of Public Employees may be present at the meeting and that the Administrator or designate may have such counsel and assistance as she may desire at such meeting.

#### 6.06 Policy Grievance

The Employer or the Union shall have the right to lodge a Policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure within ten (10) calendar days following the circumstances giving rise to the grievance relating to the general interpretation, application or alleged violation of this Agreement. In the case of an Employer policy grievance, the Employer would forward the written grievance to the National Representative of CUPE. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

6.07 In the circumstances where the subject matter is safety or discrimination, the grievance process will start at step 2.

#### 6.08 Group Grievance

When a group of employees have identical grievances as set out in 6.04 above, they may present a group grievance identifying each employee who is grieving within ten (10) calendar days of the alleged grievance. The

grievance shall then be treated as being initiated at Step No. 2. One (1) employee on behalf of the group named therein shall present the group grievance at Step 2 of the Grievance Procedure.

6.09 If arbitration of any grievance is to be invoked, the request shall be made by either party within ten (10) calendar days after the date of the reply at Step 2.

6.10 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

6.11 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Either party may submit a grievance to Mediation at any time within ten (10) days or otherwise agree after the Employer's Step 2 response (6.05). Upon mutual agreement, the parties may engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. No matter may be submitted to Mediation which has not been properly carried through the grievance procedures. The parties shall agree on a mediator. If the grievance is not resolved, then the grievance may be referred to a single Arbitrator. If the parties do not agree on a single Arbitrator, Article 7 shall apply.

## **ARTICLE 7 - ARBITRATION**

7.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the name of the party's nominee to the Board of Arbitration.

The other party to the Agreement shall within ten (10) calendar days thereafter nominate its member to the Board of Arbitration and the two (2) so nominated shall endeavour within ten (10) calendar days after their appointment to agree upon a third person to act as Chairperson of the Board of Arbitration.

If the nominees are unable to agree upon a third person within ten (10) calendar days after their appointment, then a third person shall be appointed by the Office of Arbitration to act as Chairperson of the Arbitration Board.

7.02 Each of the parties hereto shall bear the expense of the nominee appointed

by it, and the parties hereto shall jointly bear equally the expense of the Chairperson, and any cost of the place of hearing of such arbitration, if and when the necessity arises. The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration and the other provisions referring to arbitration board shall appropriately apply.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give to any decision inconsistent with it; nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer.

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern. The decision will be final and binding upon the parties hereto and the Employer or employees concerned.

#### Time Limits

No matter may be submitted to arbitration which has not been properly carried through the proper steps of the grievance procedure. The time limits in the grievance and the arbitration procedures may be extended only through the written mutual agreement of the parties. The arbitrator will have the power set out in the Labour Relations Act to consider a grievance when the time limits have been breached.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate to settle the grievance, except where agreed by the parties.

### **ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE**

#### 8.01 a) Right to have Steward Present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, where the performance of the Employee is in question. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The employer shall also notify the employee of their right to have a Union Steward present at the interview.

#### b) Warnings

Whenever the Employer or a representative of the Employer deems it necessary to discipline an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring his work up to a required standard, the Employer shall, within ten (10) calendar days thereafter, give a copy of such discipline to the Local Secretary of the Union, with a copy to the employee involved.

8.02 a) Discharge Grievance

Where an employee who has completed her probationary period is discharged from employment and the employee alleges that she was discharged without just cause the case may be taken up as a grievance.

All Discharge grievances will accordingly be initiated at Step 2 of the Grievance Procedure.

- b) Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.03 Access to Personal File

Twice per calendar year (or more frequently if a specific reason for the request is given) an employee may, with reasonable notice to the Employer, request to view at a time mutually agreed any evaluations or formal disciplinary notations contained within her personnel files and shall have the right to respond in writing to any such document contained therein. It is understood that such files are of a confidential nature and shall be kept under lock and key. Such reply shall become part of the permanent record. The employee shall have the right to have a steward present and viewing of the personnel file shall be in the presence of the Administrator or designate. It is understood and agreed that an employee is not entitled to see job references. An employee shall have the right to have copies of any evaluations, counselling or disciplinary letters in her personnel file. While viewing the file, the employee shall not add, amend, or delete anything to or from the file.

8.04 Clearing the File

The record of an employee shall not be used against him/her at any time after fifteen (15) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that there is

no recurrence of disciplinary action within the fifteen (15) month period. All leaves of absences in excess of ten (10) days shall not count toward either of the above periods.

## **ARTICLE 9 - SENIORITY**

### 9.01 Definitions of Seniority and Service

Seniority for the purposes of this agreement shall operate on a bargaining unit wide basis and shall include service with the Employer prior to the certification or recognition of the Union.

Seniority is defined as the length of service with the Employer from the last date of hire. For part-time employees, a year's seniority shall be calculated on the basis of 1950 hours worked.

### 9.02 Seniority List

The Employer shall maintain a seniority list for the bargaining unit. An up-to-date seniority list shall be sent to the President of the Union or designate (indicated in writing) and posted on the main bulletin board by January 1<sup>st</sup> and July 1<sup>st</sup> each year. In the event of a tie, the tie will be broken based on alphabetic order of last name.

### 9.03 Probationary Employees

Newly hired employees into the bargaining unit must complete a probationary period of four hundred and eighty-seven and one-half (487-1/2) hours worked. The parties may mutually agree to extend an employee's probation period based on individual circumstances.

An employee shall not accumulate seniority during the probationary period, but upon successful completion of the probationary period, the employee shall be credited with seniority for the probationary period.

The discharge of a probationary employee shall not be the subject of a grievance or arbitration.

### 9.04 Loss of Seniority

An employee shall lose her seniority and shall be deemed terminated in the event she:

1. Voluntarily resigns or retires from the employ of the Employer;

2. Is discharged for just cause and the discharge is not reversed through the Grievance Procedure;
3. Is absent for three (3) consecutive scheduled shifts without permission from the Employer;
4. Fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report for work within ten (10) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
5. Utilizes a leave of absence for purposes other than those for which the leave may have been granted;
6. Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
7. Is laid off for a period of more than eighteen (18) months;
8. Is absent for more than eighteen (18) months because of sickness or physical disability or both, or by reason of absence while on WSIB. The Union and the Employer agree to abide by the Ontario Human Rights Code.

#### 9.05 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as per Article 9.01 subject to the following conditions:

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an absence not paid by the Employer exceeding 30 continuous calendar days other than an absence under the pregnancy and parental provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective Agreement elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she



is participating for the period of the absence.

- c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits.
- d) Benefits/WSIB, Paid Leave

The Employer shall continue to pay its share of premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues her contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to eighteen (18) months following the date of the injury. It is further understood that in the case of sick leave, the Employer will continue to pay its share of premiums for the month in which the leave commences and the following month.

## **ARTICLE 10 - PROMOTIONS AND STAFF CHANGES**

### **10.01 Job Postings**

Where a permanent vacancy occurs or a new position is created in the bargaining unit which the Employer requires to be filled or a temporary vacancy of more than six weeks is anticipated or expected, which the Employer requires to be filled, the Employer will post notice of such permanent vacancy, new position or temporary vacancy on the main bulletin board for seven (7) calendar days in order that any interested employee may apply. Subsequent vacancies created as a result of the operation of this provision need only be posted for three (3) calendar days.

- 10.02 Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union.
- 10.03 The name of the successful application for a permanent vacancy, new position or posted temporary vacancy shall be posted on the union designated bulletin board.
- 10.04 Postings shall contain the following information: classification, qualifications, the hours of work and shift and rate of pay.

10.05 In cases where two or more employees apply, the Employer shall consider the qualifications, experience, skill, ability, seniority within the classification of the applicants. In cases where two or more candidates are, in the Employer's opinion, equally matched the Employer shall award the job to the most senior applicant.

If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

10.06 A vacancy which is reasonably expected to last more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain her part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of her temporary position.

10.07 The Employer shall have the right to fill any permanent vacancy, new position, or temporary vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the permanent vacancy, new position, or temporary vacancy to be assigned to do the job.

10.08 No outside advertising shall be made until employees have had an opportunity to apply as provided in 10.01. However, if no applications from qualified employees are received by the end of the seventh calendar day of posting, the Employer may start proceedings to secure applications from outside the bargaining unit.

10.09 The successful applicant to a job posting shall be placed on trial for a period of one hundred and fifty (150) working hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one hundred and fifty (150) working hours. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to return to her former position, she shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

Employees applying for positions must commit to a trial period of not less than two (2) weeks.

## **ARTICLE 11 - LAYOFFS AND RECALLS**

### 11.01 Definition

A layoff shall be defined as a reduction in the work force or a reduction in an employee's regular hours of work in excess of four (4) per week.

No full-time employee within the bargaining unit shall be laid off by reason of her duties being assigned to two (2) or more part-time employees.

### 11.02 Layoff Notice

In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least six (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 Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act 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
10 years	10 weeks notice
11 years	11 weeks notice
12 years	12 weeks notice

In the event of a proposed layoff of a permanent or long-term nature, The Employer will meet with the Union through the Labour Management committee to review the reasons and expected duration of the layoff, any possible alternatives to layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

### 11.03 Lay-off Procedure

In the event of lay-off, the Employer shall lay-off employees in the reverse order of their classification seniority provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

- a) An employee who is subject to lay-off shall have the right to either:

- i) accept the lay-off; or
- ii) displace an employee who has lesser seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.
- iii) it is understood that a part-time employee cannot displace a full-time employee.

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

#### 11.04 Recall Rights

- a) An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- b) 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.

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 (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) 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.

**11.05 Grievance on Layoff and Recalls**

Grievances concerning layoffs shall be initiated at step 2 of the Grievance Procedure.

**ARTICLE 12 - HOURS OF WORK**

12.01 Nothing in this provision or in this collective agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the days of work per week.

12.02 All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in respect of a seven-and-one-half (7-1/2) hour shift both in the first half and second half of that shift.

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

The normal paid hours of work for a regular full-time employee shall normally be seventy-five (75) hours per two (2) week period averaged over the duty roster schedule.

A regular full-time employee shall normally work eight (8) hours per day inclusive of a thirty (30) minute un-paid lunch period.

A regular part-time employee's hours of work shall be as assigned, however, a regular part-time employee who completes five (5) hours of work shall be entitled to a thirty (30) minute un-paid lunch period.

12.05 The parties agree that it is necessary to provide the facility with twenty-four (24) hours continuous service during the seven (7) days in each week and those hours of work, shifts, and schedules need to be arranged to provide that coverage. Changes to schedules, after they are posted, will not occur without reasonable prior notification to the employees affected.

The master schedule shall be electronically posted six (6) weeks in advance. Staff wishing to exchange a particular shift will have access to a list of staff who have made themselves available to work that shift through the staff scheduling computer program.

12.06 The following outlines scheduling of hours of regular full-time employees in

the bargaining unit and where practicable the Employer shall endeavour to arrange shift schedules so that a regular full-time employee:

- a) Has alternate weekends off;

12.07 Shift Exchange

In the event employees of their own accord, for their own convenience exchange scheduled shifts with one another, the Employer requires signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts. The Employer's approval of such exchanges will not be unreasonably withheld.

12.08 The parties understand and agree that lateness is a disciplinary matter.

### **ARTICLE 13 - OVERTIME AND PREMIUM PAYMENTS**

13.01 The regular straight time hourly rate of pay is that hourly rate prescribed in the wage schedule of the collective agreement.

13.02 Definition of Overtime

Overtime shall be paid for all hours worked in excess of seven and one-half (7-1/2) hours in a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

All overtime must be authorized by the Employer.

13.03 Distribution of Overtime

Overtime shall be offered to employees who have made themselves available and are qualified (PSW to PSW) (RPN to RPN) to perform the work in rotating order of seniority to endeavour for an equitable distribution of overtime.

13.04 Overtime premium shall not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid. There shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.

13.05 A work week commences on Monday and ends on Sunday.

### 13.06 Reporting Pay

An employee who reports to work as scheduled or is called in to work on her assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of four (4) hours pay at her regular straight time hourly rate. The Employer may instead elect to assign the employee to any other work which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the Employer or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

### 13.07 Call-In

(This Article applies to both full-time and part-time employees.)

- a) Call-in shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
- b) Where call-in is requested within one-half ( $\frac{1}{2}$ ) hour of the starting time of the shift and the employee commences work within one-half ( $\frac{1}{2}$ ) hour of the call, then the Employer will offer the employee the opportunity to work beyond the end of the normal shift in order to be paid for the whole shift.

### 13.08 Call-Back

If a full-time employee is called back to work, following the completion of his/her normal shift, the employee will be paid at time and one-half ( $1 \frac{1}{2}$ ) the employee's straight time regular rate of pay for a three-hour minimum.

### 13.09 Shift Premium

All employees will be paid a shift premium of fifty (\$0.50) cents per hour for each hour worked which falls within the hours defined as the evening or the night shift.

This shift premium will not form part of the employee's straight time hourly rate.

For shift premium purposes, the evening shift is 1500 – 2300 hours and the night shift is 2300 – 0700 hours.

### Weekend Premium

All employees shall be paid a weekend premium of twenty-five (\$0.25) cents an hour for all hours worked that fall between 24:00 Friday and 24:00 Sunday.

#### 13.10 Responsibility Premium

A Registered Staff, who is assigned the responsibility of nurse-in charge of the Bennett Centre on any shift, shall receive a premium of \$0.80 per hour in addition to her regular pay.

### **ARTICLE 14 – HOLIDAYS**

#### 14.01 List of Holidays – Full-Time Employee

For all full-time staff members twelve (12) Holidays with pay will be granted each year as follows:

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

#### 14.02 Holidays Falling on Weekend – Full-Time Employees

The above named holidays will be celebrated on the day on which they fall unless contrary to any Federal, Provincial or Municipal proclamation or legislation to the contrary.

#### 14.03 Holidays on Day Off – Full-Time Employees

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive holiday pay provided that the employee qualifies in accordance with Article 14.04.

#### 14.04 Holiday Pay Qualifications and Pay for Time Not Worked Full-Time Employees

The provisions of the Employment Standards Act shall apply.

#### 14.05 Payment for Work on a Holiday

Except as provided in Article 14.06, a full or part-time employee who is



required to work on any of the above-named holidays will be paid at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay for all hours worked on the holiday and at the employee's written request, the full-time employee shall receive another day off with pay in accordance with 14.04, in lieu of holiday pay, at a time mutually agreed between the employee and the Employer. The Employer will normally approve such requests within seven (7) calendar days. Any such requests shall not be unreasonably denied. Holiday pay for full-time employees will be computed on the basis of the average length of the employee's regularly scheduled shifts at the employee's regular straight time hourly rate of pay. If the full-time employee does not request the lieu day or the lieu day is not taken within sixty (60) days, the employee shall receive pay in accordance with article 14.04.

Holiday pay for employees who regularly work less than 75 hours is part of the in lieu payments (see Article 20).

14.06 A full-time employee who is scheduled to work on any of the above-named holidays and who does not report to work forfeits holiday pay, unless the absence is due to illness or accident verified by a medical doctor's certificate.

14.07 Where a full-time employee is not entitled to holiday pay by virtue of Article 14.04 but is required to work on that day, the employee will receive pay at the rate of time and one-half (1-1/2) the employee's regular hourly rate for every hour worked on that day.

14.08 Definition of Holiday

For the purpose of clarity, a holiday is defined as the period beginning with the shift commencing after 2400 on the evening preceding the holiday and ending at 2400 on the holiday.

## **ARTICLE 15 – VACATIONS**

15.01 The period from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous year will be the basis for determining service for vacation purposes. A regular full-time employee's vacation entitlement, as outlined in the schedule below, is based on a complete year of service as of December 31<sup>st</sup>.

- a) Full-time employees who have completed less than one (1) year of service as of December 31<sup>st</sup> shall be entitled to one (1) day of vacation with pay per completed month of service since date of hire to a maximum of ten (10) days.

- b) Full-time employees who have completed one (1) year of service but less than three (3) years of service as of December 31<sup>st</sup> shall be entitled to two (2) weeks' vacation with pay for the following vacation year.
- c) Full-time employees who have completed three (3) years of service but less than eight (8) years of service as of December 31<sup>st</sup> shall be entitled to three (3) weeks of vacation with pay for the following vacation year.
- d) Full-time employees who have completed eight (8) years of service but less than fifteen (15) years of service as of December 31<sup>st</sup> shall be entitled to four (4) weeks' vacation with pay for the following vacation year.
- e) Full-time employees who have completed more than fifteen (15) years of service as of December 31<sup>st</sup> shall be entitled to five (5) weeks' vacation with pay for the following vacation year.
- f) Full-time employees who have completed twenty-three (23) years of service as of December 31<sup>st</sup> shall be entitled to six (6) weeks' vacation with pay for the following vacation year. (effective January 1, 2014)

#### Part-Time Employees Vacation Pay and Entitlement

It is understood and agreed that for purposes of progression on the vacation schedule and vacation pay, the above-referenced vacation schedule will apply to part-time employees with the following exception:

- a) 1950 hours paid equals 1 year service;
- b) vacation pay will be based on the formula that 1 week vacation equals 2% of wages; and
- c) part-time vacation pay will be added to each pay cheque and vacation leave will be without pay.

15.02 Vacation schedule shall be in order of seniority subject to the service requirements in each Department. A form shall be posted by the Employer between January 31<sup>st</sup> and March 31<sup>st</sup> for the selection of vacation weeks. During the period the employees shall note on the list their first and second choice of dates for their vacation. An employee submitting a late request cannot utilize her seniority to displace an employee who submitted a timely request. The Employer shall post the final schedule by May 1<sup>st</sup> at the latest. It is understood that regular full-time employees will have first opportunity for vacation.

- 15.03 An employee shall receive an unbroken period of vacation (i.e. at a minimum of one (1) week blocks) unless mutually agreed upon between the employee and the Employer.
- 15.04 Vacation entitlement may not be carried over from year to year. Vacation entitlement which is not taken during the year shall be paid out in full by December 31<sup>st</sup> each year. Full-time employees are required to take their vacation entitlement each year with the proviso that employees can carryover up to one week of unused vacation into the next vacation year.
- 15.05 If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay at a time mutually agreed upon between the employee and Employer and the employee will receive holiday pay in accordance with Article 14.
- 15.06 Except in the case of an emergency, full-time and part-time employees who work on Christmas Day will not be required to work on New Year's Day. The Employer will provide at least 2 and endeavor to provide 3 consecutive days off at either Christmas or New Years. Scheduling objectives may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> in order that this may be accomplished.
- 15.07 During the prime summer vacation period of June 15<sup>th</sup> to September 15<sup>th</sup>, employees will not normally be granted more than two (2) weeks of vacation. Once the vacation schedule has been confirmed employees may request additional time from the available weeks.
- 15.08 An employee terminating employment at any time in the vacation year prior to using their vacation shall be entitled to a prorated payment of wages in lieu of such vacation.

## **ARTICLE 16 - SICK LEAVE**

### 16.01 Sick Leave Defined

Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled. Employees absent from work because of an absence, for which compensation is not payable under Workplace Safety and Insurance Act, shall be covered by these sick leave provisions.

### 16.02 Accumulation of Sick Leave Credits

Full-time employees who have completed the probationary period shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of thirty (30 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to legitimate illness.

#### 16.03 Deductions from Sick Leave

A deduction shall be made from an employee's accumulated sick leave bank when an employee has sick leave credits and is at risk of lost wages from scheduled work because of absence due to sick leave. If an employee is absent for part of a workday on account of illness, then a deduction of the actual scheduled hours lost shall be made from the employee's cumulative sick leave bank.

#### 16.04 Proof of Illness

The Employer may request proof of disabling accident or sickness:

- (i) For any absence in excess of three (3) days;
- (ii) For the fourth (4<sup>th</sup>) and succeeding illness in the sick leave year.

The Employer shall exercise discretion in making such requests.

#### 16.05 Sick Leave Records

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

#### 16.06 Sickness Before Vacation

It is understood that the Employer will attempt to reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation, if requested by the employee.

#### 16.07 Sickness During Vacation

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave

under the above provision will not be counted against the employee's vacation credits.

16.08 Notification of Sickness in Advance

An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least four (4) hours prior to the commencement of the shift. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and two (2) hours prior to the commencement of the shift. Failure to give such notice may result in loss of sick leave benefits for that day of absence, it being understood that this rule will not be applied in extenuating circumstances.

16.09 ACCOMMODATION

Employer agreed to revise the Employee Handbook to include: (effective September 30, 2014)

Accommodation: The Bennett provides accommodation in accordance with the Ontario Human Rights Code and the Workplace Safety and Act.

## **ARTICLE 17 - LEAVE OF ABSENCE**

17.01 Bereavement Leave

- a) Upon the death of an employee's spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, common law spouse as defined in the *Family Law Act*, legal guardian, grandparent, grandchild, son-in-law or daughter-in-law, an employee shall be granted leave up to a maximum of four (4) days consecutively without loss of pay for any scheduled hours, ending with the day after the funeral.
- b) Additional unpaid leave not to exceed five (5) days may be granted.
- c) Upon the death of an employee's aunt, uncle, niece or nephew, a leave of absence of one (1) regularly scheduled working day without loss of pay or benefits, shall be granted upon request to attend the funeral.

17.02 Personal Leaves of Absence

The Employer may grant leave of absence to a non-probationary employee, without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons, such request to be in writing and approved by the Employer. Employees on approved leave of absence

will not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

With the exception of a Family Medical Leave as well as an unpaid Leave of Absence of 30 days or less, where benefits shall continue to be paid, if an employee is on a Leave of Absence without pay for more than 30 days, the employee will pay for full costs of benefits or choose to suspend them. Upon written notification by the Employee to the Employer, benefits will resume with no waiting period and no penalty to the Employee.

### 17.03 Pregnancy and Parental Leave

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

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

The employee shall give the Employer four (4) 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) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- 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 17.03 (i) Parental Leave.

### 17.03 a. (iv) Pregnancy SUB (Full-Time and Part-Time) (effective Jan 1, 2015)

An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the

Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be 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 and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employees Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employees 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.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that 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 the plan.

- b) An employee who does not apply for leave of absence under Article 17.03 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.03 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- c) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job and former shift if her shift was designated.

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

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

shall reinstate the employee in accordance with the provisions of Article 17.03 c).

- e) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- f) 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.
- g) 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 that the employee makes an election in writing at least two (2) weeks in advance of commencement of the leave to continue the employee's share of the benefit contributions.

It is understood that an employee who makes an election to continue her contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue her contribution towards the benefits, but then falls into arrears by one month's payment of her contribution, the benefit coverage will be discontinued and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 17.03 i), the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.
- i) 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 with the parent of the child and who intends to treat the child as his or her own.



- iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- iv) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

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

- v) For the purposes of Parental Leave the provisions under 17.03 (c), (d), (e), (f), (g) and (h) shall also apply.
- 17.04 Jury Duty

#### 17.04 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or a subpoenaed witness in any Court in which the Crown is a party. The Employer shall pay such an employee the difference between her normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses provided that the employee notifies the Administrator immediately upon receipt by the employee of notification that she will be required to attend and further provided that the employee presents proof of service and the amount of pay received.

Employees who have completed their court or coroner's inquest duty during the first half of their scheduled shift shall return to work.

#### 17.05 WSIB Leave

- a) Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:
  - i) The Employer shall continue to pay its share of the premiums for the health and welfare benefits, if any, for a period of up to eighteen (18) months provided that the employee makes an election in writing at

least two (2) weeks prior to the commencement of the leave to continue her contribution towards such benefits.

It is understood that an employee who makes such election to continue her contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue her contribution towards the benefits, but then falls into arrears by one month's payment of her contribution, the benefit coverage will be discontinued and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- ii) Subsequent to the period referred to in i) above, benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
  - iii) The employee will not be eligible for paid holidays, vacation pay or any other benefits of this Agreement, except as herein specified during any absence covered by WSIB.
  - iv) Provided that an employee returns to work within eighteen (18) months of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- b) In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
  - c) The injured employee shall have a period of two (2) years from the injury within which she shall preserve the seniority which she had accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
  - d) If a full-time employee returns to work within eighteen (18) months 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.

If an employee returns to work after eighteen (18) months following the commencement of the WSIB claim but prior to two (2) full years mentioned in c) 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 19.

17.06 Education Leave

Where employees are required to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the course(s).

17.07 Leave for Union Business

- a) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.
- b) Upon a minimum of seven (7) days written notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence without pay and without loss of seniority to represent the Union at conventions or seminars.
- c) An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority.

**ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES**

18.01 New Classifications

When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within

seven (7) working days following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed by the parties or awarded by a Board of Arbitration shall be retroactive to the date the new classification was filled.

18.02 Employees who change their status within the classification from full-time to part-time and vice-versa will maintain their same level on the salary grid. In addition, an employee who is so transferred will receive full credit for service accumulated since date of last advancement.

18.03 Where an employee is the successful applicant to a job posting or is transferred to a higher rated classification within the bargaining unit, the employee shall retain her rate of pay of the lower-rated classification for a period of two hundred and twenty-five (225) hours of work, after which she shall be paid not less than the start rate for the higher rated classification. If the start rate in the higher classification is less than the employee's own rate of pay, the employee will be paid the rate in the higher classification that is next above her own. Service for purposes of progression on the wage grid thereafter shall commence on the date that the transfer becomes effective.

18.04 If an employee is transferred or bumps to a lower rated classification as a result of a layoff or reduction in staff, the employee will be placed on the level of the lower-rated job grid that corresponds with the same service level that the employee had on the higher-rated grid to which she was transferred or bumps. Service for purposes of placement and progression on the lower rated classification shall include service on the job that she is transferred from.

18.05 Uniform Allowance

All employees (full-time and part-time), shall receive a uniform allowance of One Hundred Dollars (\$100.00), per year, tax free, as a separate expense cheque, for Uniform Allowance, paid out by January 31st of each year.

18.06 Meal Allowance

An employee required to work more than two (2) hours of overtime shall choose to be provided with a meal ticket or an allowance of eight dollars (\$8.00) by the Employer.

With management's approval, if an employee is required to work through their meal break, they will receive their ½ hour meal payment, i.e. If they would normally be paid 7.5 hours, they would now be paid the full 8 hour wages.

## **ARTICLE 19 - EMPLOYEE BENEFITS**

19.01 It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union thirty (30) days in advance to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

19.02 The Employer shall provide all employees who have completed their probationary period with an Extended Health Care Plan. The Employer shall contribute seventy-five per cent (75%) toward the cost of the premiums and the Employee shall contribute twenty-five per cent (25%) toward the cost of the premiums.

Summary of Benefits is as follows:

- i) Life Insurance - equal to 1 X an employee's annual earnings.
- ii) Deductibles for Extended Health Coverage:  
Individual \$10.00 per calendar year  
Family \$20.00 per calendar year
- iii) Drug Card (Co-insurance) - for drugs or medicines dispensed by a licensed Pharmacist, oral and intrauterine contraception, life-sustaining drugs, non-prescription drugs and supplies required for the treatment of diabetes, with no maximum
- iv) Fertility drugs have \$15, 000 per lifetime; Anti-smoking \$300.00 per lifetime.
- v) Vision Care (Co-insurance) – eye exams once per calendar year  
\$200.00/per 24 months for glasses, contacts, laser vision corrective procedures.  
Visual training, \$200.00 per lifetime  
Effective January 1, 2015 - \$250.00/per 24 months  
Effective January 1, 2016 - \$300.00/per 24 months
- vi) Professional Services (Co-insurance) - \$300.00 per calendar year per

practitioner for:

Chiropractor, Osteopath, Podiatrist, massage Therapist, Naturopath, Speech Therapist, Physiotherapist, Psychologist

- vii) Dental - \$1500 per year combined for Level I Basic Services and Level II Supplementary Basic Services, no deductible  
Current ODA rates
- ix) Semi-private hospital accommodation (Co-insurance)
- x) Private Duty Nursing - \$10,000 per calendar year
- xi) Licensed Ambulance service
- xii) Medical Equipment - mobility equipment and durable medical equipment usually found only in hospitals
- xiii) Non- Dental Prostheses, Supports and Hearing Aids – external prostheses, surgical stockings to a maximum of 4 pairs per calendar year, surgical brassieres to a maximum of 4 per calendar year, Hearing Aids to a maximum of \$1,000 per person per five (5) calendar years for the cost, installation, repair, and maintenance including batteries.
- xiv) Out of Province and Out of Canada Medical coverage and Travel Assistance

#### 19.03 Family Medical Leave

The Employer will continue to pay benefit coverage while employees are off on Family Medical Leaves, as required by the Ontario Employment Standards Act.

### **ARTICLE 20 - IN LIEU**

Part-time employees shall receive fourteen percent (14%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits. Premiums shall not be reduced for participation in the Pension Plan.

### **ARTICLE 21 – PENSION PLAN**

In this Article, the terms used shall have the meanings as described:

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

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday
- ii) holiday pay, for the hours not worked
- iii) vacation pay
- iv) paid sick leave
- v) bereavement leave
- vi) jury duty
- vii) negotiations and grievance meetings

All other payments, premiums, allowances and similar payments are excluded.

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

21.02 Effective one month following ratification, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three and one half percent (3.5%) (effective Jan 1, 2015) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three and one half percent (3.5%) (effective Jan 1, 2015) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

21.03 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

21.04 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.

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

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

21.05 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 21.05 of the agreement are:

- i) to be provided once only at Plan commencement:
  - Date of hire
  - Date of birth
  - Date of first contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- ii) to be provided with each remittance:
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable earnings
  - YTD pension contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) to be provided once, and if status changes:
  - Full address as provided to the Employer by the employee
  - Termination date when applicable (MMDDYY)



- iv) to be provided once if they are readily available:
- Gender
  - Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- 21.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

## **ARTICLE 22 - GENERAL**

### 22.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, or seminars. All material other than the above must be approved and initialled by the Administrator prior to posting.

### 22.02 Printing of the Collective Agreement

It is mutually agreed between the Employer and the Union that the expense of printing the collective agreement shall be shared by both parties equally.

### 22.03 Current Addresses/Telephone Numbers

It is the responsibility of the employee to ensure that her home address and telephone number that are on file with the Employer are current at all times. If the employee fails to do this, the Employer will not be responsible for any failure to notify or contact the employee.

### 22.04 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

- 22.05 expired Increases to the salary schedule shall be retroactive to the date of the collective agreement unless otherwise indicated. The Employer will endeavour to provide all retroactivity within thirty (30) days following the

Interest Arbitration Award/or receiving written notice of ratification. All retroactivity will be paid to employees on a separate cheque. All employees, including those who were on the payroll as of the date of the expiry of the previous collective agreement regardless of their employment status, shall receive retroactive pay.

### **ARTICLE 23 - CHANGES IN AGREEMENT**

23.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **ARTICLE 24 – DURATION**

24.01 This Agreement shall remain in effect from January 1, **2017** until December 31, **2018** and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter.

**SCHEDULE "A"**

**CUPE LOCAL 145.1 BENNETT CENTRE LONG TERM CARE**

	<b>2%</b>	<b>1.4%</b>	<b>1.4%</b>
<b>PSW</b>			
<b>*Restorative/Recreation Aides</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
START	\$18.60	\$18.86	\$19.13
AFTER 1 YEAR	\$19.56	\$19.84	\$20.11
AFTER 2 YEARS	\$20.53	\$20.82	\$21.11
AFTER 3 YEARS	\$21.47	\$21.77	\$22.07
<b>RPN</b>	<b>2%</b>	<b>1.4%</b>	<b>1.4%</b>
	<b>2016</b>	<b>2017</b>	<b>2018</b>
START	\$22.77	\$23.09	23.41
AFTER 1 YEAR	\$23.86	\$24.19	\$24.53
AFTER 2 YEARS	\$24.96	\$25.31	\$25.66
AFTER 3 YEARS	\$26.03	\$26.39	\$26.76

SIGNED on behalf of the Parties at Georgetown, Ontario, this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING – WORKLOAD ISSUES**

The parties agree that workload concerns are an appropriate standing item at Labour Management Meetings, where the committee will work to resolve the specific issues. Management will provide a response in writing to the individual(s) concerned within seven (7) calendar days of the complaint coming to the committee.

Signed at Georgetown, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE EMPLOYER

FOR THE UNION

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## **Letter of Understanding in addition to Article 5.04**

### **OCCUPATIONAL HEALTH AND SAFETY**

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Bennett Centre in order to prevent accidents, injury and illness. The parties further agree that in promoting and maintaining health and safety and wellness throughout the organization, the precautionary principle, which states that action to reduce risk need not await scientific certainty, be the guiding principle. The Bennett Centre shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- b) The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an environment which will enhance the well-being of all employees and will provide protection from factors adverse to occupational health and safety.
- c) The Employer and all employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations, All standards established under such legislation and regulations shall constitute acceptable practice which may be improved upon by agreement of the Joint Occupational Health and Safety Committee or in negotiations with the union.
- d) The Employer will respond in writing within twenty-one (21) days, to written recommendations from the Joint Occupational Health and Safety Committee.
- e) Time spent by members to attend educational courses and seminars for instruction and upgrading on Health and Safety matters and approved by the Joint Occupational Health and Safety Committee shall be considered as time worked and shall be paid for in accordance with the terms of this agreement with no loss of seniority.
- f) The employer shall provide the Joint Occupational Health and Safety Committee written information which identifies biological agents, compounds, substances, by-products and physical hazards known to be associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.
- g) Subject to any applicable privacy and other applicable legislation, the employer shall provide the members of the Joint Occupational Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational

disease that occurred at the worksite in the previous month. In addition, the employer shall provide members of the committee with any other health and safety records in the possession of the employer, including records, reports and data provided to and by the Workplace Safety and Insurance Board and other government departments and agencies.

- h) No employee shall be required to work on any job or operate any piece of equipment until he/she has received training and instruction.
- i) The Employer and all employees shall comply with all applicable federal, provincial and municipal environmental legislation and regulations. All standards established under such legislation and regulations shall constitute acceptable practice which may be improved upon by agreement of the Joint Occupational Health and Safety Committee or in negotiations with the union.
- j) Where the Bennett Centre determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- k) An employee who is required by the Bennett Centre to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- l) Where the Bennett Centre identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- m) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the pregnancy leave referred to in Article 17.03.

Subject to any legislative changes, that legislation will apply.

Signed at Georgetown, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE UNION

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FOR THE EMPLOYER

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**LETTER OF UNDERSTANDING MODIFIED WORK**

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting the parties' responsibilities under the law.

Therefore the parties agree to meet within 4 months of the signing of the Collective Agreement and subsequent meetings if necessary to discuss and formulate the processes/protocols involved to return a worker to work safely.

Signed at Georgetown, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**FOR THE EMPLOYER**

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**FOR THE UNION**

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