

# **COLLECTIVE AGREEMENT**

Between

**ERRINRUNG THORNBURY INC.**

and

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

**DURATION: August 1, 2014 – July 31, 2016**

# **COLLECTIVE AGREEMENT**

Between

**ERRINRUNG THORNBURY INC.**

**(hereinafter referred to as "the Employer")**

and

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

**(hereinafter referred to as "the Union")**

**DURATION: August 1, 2014 – July 31, 2016**

## TABLE OF CONTENTS

Article 1 - Purpose .....	1
Article 2 - Recognition .....	1
Article 3 - Management Rights .....	2
Article 4 - Union Representation .....	3
Article 5 - No Strikes Or Lockouts .....	6
Article 6 - Job Posting, Vacancies And Transfers.....	6
Article 7 - Union Membership And Check-Off .....	10
Article 8 - Probationary Period And Wage Progression .....	11
Article 9 - Transfers .....	12
Article 10 - Job Classifications, Rates Of Pay And Check-Ins .....	12
Article 11 - Hours Of Work, Work Schedules And Overtime .....	15
Article 12 - Vacations And Vacation Pay .....	21
Article 13 - Holidays.....	24
Article 14 - Seniority .....	27
Article 15 - Layoffs & Recalls.....	29
Article 16 - Insurance Plans .....	32
Article 17 - Absence From Work And Reporting .....	36
Article 18 - Sick Leave .....	36
Article 19 - Leaves Of Absence .....	38
Article 20 - Bereavement Leave.....	43
Article 21 - Jury Duty .....	44
Article 22 - Orientation.....	45
Article 23 - Bulletin Board.....	45
Article 24 - Health And Safety.....	46
Article 25 - Pensions .....	46
Article 26 - Uniform Allowance.....	48

Article 27 - Education Leave .....	48
Article 28 - Grievance Procedure .....	49
Article 29 - Arbitration .....	51
Article 30 - Discharge, Suspension And Warning .....	53
Article 31 - Renewal, Amendment And Termination .....	55
Schedule "A" .....	56
Letter Of Understanding #1 .....	60
Letter Of Understanding #2 .....	61
Letter Of Understanding #3 .....	62
Letter Of Understanding #4 .....	63
Letter Of Understanding #5 .....	64
Letter Of Understanding #6 .....	66
Letter Of Understanding #7 .....	67
Letter Of Understanding #8 .....	68
Letter Of Understanding #9 .....	69
Letter Of Understanding #10 .....	71
Letters Of Understanding – Signing Page .....	74

**COLLECTIVE AGREEMENT**

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned all as expressly provided in this Agreement.

**ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the bargaining agent for and this Collective Agreement shall apply to all employees of Errinrung Thornbury Inc. employed at Thornbury, save and except the Director of Nursing, Supervisors, persons above the rank of Supervisor and office staff.

2.02 A full-time employee shall mean an employee in the bargaining unit who is regularly scheduled on the posted work schedule to work more than twenty-four (24) hours per week.

A part-time employee shall mean an employee in the bargaining unit who is regularly scheduled on the posted work schedule to work not more than twenty-four (24) hours per week.

An unscheduled part-time employee shall mean an employee in the bargaining unit who is called to work on a call-in basis, but who does not work a regular schedule, or who does so only for specified period. It is understood that unscheduled part-time employees fall under the category of part-time employee.

A student employee is defined as:

- a. a person under the age of 18; or
- b. 18 years of age or over but still attending High School.

- 2.03 Employees excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.
- 2.04 The Nursing Home shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a layoff of any employees other than unscheduled part-time employees results from such contracting-out.
- 2.05 The Employer undertakes that he will not enter into any other agreement or contract with any employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.06 The word "employee" or "employees" whenever used in this Agreement shall be interpreted as such, limited to the scope of this Agreement.
- 2.07 Where the feminine pronoun is used herein, it shall mean and include the masculine pronoun and vice versa.
- 2.08 The Collective Agreement shall be applied in a manner consistent with the *Human Rights Code*.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that all management's rights are vested exclusively with the Employer and without limiting the

generality of the foregoing it is the exclusive function of the Employer:

- a. to determine and establish procedures for the care, welfare, safety and comfort of residents in the Nursing Home.
- b. to maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations. The management reserves the right to amend or introduce new rules from time to time.
- c. to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim for unreasonable transfer, promotion, demotion, or a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- d. to have the right to plan, schedule, direct and control the work of the employees in the operation of the Nursing Home. This includes the right to introduce different methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of areas, work schedules, and the increase or reduction of personnel.

3.02 These rights will be exercised subject to the expressed terms of this Collective Agreement.

#### **ARTICLE 4 - UNION REPRESENTATION**

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. The Union has the right to appoint Stewards. The Stewards are representatives of the employees. When dealing with a grievance, the Union shall be limited to one (1) Steward in the processing of such grievance. The Union shall inform the Employer of the names of its Stewards in writing and the chief Steward and the Employer shall not be required to recognize any such Steward until he has been notified in writing by the Union of the name and jurisdiction of same. The Employer will recognize and work with the Stewards on any matter properly arising out of this Agreement and the Stewards will cooperate with the Employer in the administration of this Agreement.
- b. CLAC Representatives are also representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and of enforcing bargaining rights under this Collective Agreement.

4.02 A Steward shall be given reasonable time off, without loss of wages, to assist an employee in the presentation of a grievance whenever it is necessary to deal with the grievance during working hours. The Steward shall first obtain permission from the Administrator or his/her designate, which permission shall not be unreasonably withheld. Stewards shall state their destination to their Administrator or his/her designate and shall report again to her at the time of their return to work.

**4.03 Union Orientation**

- a. The Employer will produce a list of bargaining unit employees every six months and provide it to the Union

office together with the seniority list under 14.03. The list shall detail each employee's address and phone number(s).

- b. The Employer agrees to inform all new bargaining unit employees that a collective agreement is in effect upon hire.
- c. A Steward will be given the name of a new employee and ten (10) minutes time off without loss of wages to welcome such new employee and to discuss Union membership with such employee. At this time the Union Steward shall, if possible, provide the employee with a copy of the current Collective Agreement.

4.04 Employees on the bargaining committee (up to three (3)) shall be paid by the Employer the respective wages for all time lost for regularly scheduled hours spent on negotiating a Collective Agreement with the Employer, up to and including conciliation. Seniority shall accrue for each bargaining committee member for all hours paid hereunder in negotiations with the Employer, up to and including conciliation.

4.05 **Labour Management Committee**

- a. The parties agree to maintain a Labour Management Committee for the purpose of consultations to be composed of equal number of management and bargaining unit persons. The Union Representative may attend these meetings upon notification. The Union Representative will notify the Employer if she plans to attend.
- b. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all instances and circumstances, they commit themselves to the best of their

ability to the happiness, security and physical and emotional well-being of the residents.

- c. The committee shall discuss issues of mutual concern.
- d. Meetings shall be held quarterly. Both parties shall submit items for the agenda more than five (5) days in advance of the meeting. Management shall prepare the meeting agenda from the items submitted. Minutes of the meetings shall be maintained and circulated among the committee and posted on the Union board.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 In view of the orderly procedure established for the settling of disputes and handling of grievances the Union agrees that during the life of this Agreement and while negotiations (including arbitration proceedings) for a renewal Agreement are taking place, there will be no strike, picketing at the Home or directed toward the Home, slowdown, either complete or partial and the Employer agrees that there will be no lockout.
- 5.02 The word "strike" and "lockout" as used herein are agreed to have the meaning defined in the present *Labour Relations Act*.

## **ARTICLE 6 - JOB POSTING, VACANCIES AND TRANSFERS**

- 6.01 The Employer shall post all vacancies and indicate:
  - a. whether the position is full-time, part-time or temporary,
  - b. the job requirements,
  - c. the starting date,
  - d. the department concerned,
  - e. the shift or shifts the employee will be required to work.

**ERRINRUNG THORBURY INC.**

**COLLECTIVE AGREEMENT: August 1, 2014 – July 31, 2016**

---

- 6.02 Any part-time employee who wishes to transfer to a different classification is required to notify the Administrator in writing indicating the position sought, the department, the shift or shifts preferred and the qualifications which she possesses.
- 6.03 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post all new jobs or vacancies for a period of five (5) calendar days for full-time vacancies or three (3) calendar days if the vacancy is part-time. All applications received will be considered within five (5) days of the end of the posting procedure. In the event one or more employees apply, the Employer shall consider the following factors:
- a. seniority;
  - b. skill, efficiency and ability, attendance record and availability for work.

Where the factors in (b) above are relatively equal in the judgment of the Employer, factor (a) shall govern provided the employee has the qualifications to perform the work in question.

- 6.04 In applying for a vacancy the applicant must notify the Administrator or her designated representative in writing no later than 4:00 p.m. on the fifth (5<sup>th</sup>) day of the posting or the third (3<sup>rd</sup>) day of the posting as the case may be.
- 6.05 If no application is received by 4:00 p.m. of the third (3<sup>rd</sup>) or fifth (5<sup>th</sup>) day (as the case may be) following the posting day, the Employer may hire from sources outside the bargaining unit.

- 6.06 Nothing herein shall prevent the Employer from filling vacant jobs during the posting period on a temporary basis. Only the original vacancy need be posted. Any subsequent vacancies may be filled at the Employer's discretion. However, the Employer will consider employees within the bargaining unit before hiring from outside.
- 6.07 Employees who are on vacation shall indicate in writing in advance their desire to apply for a posting, if such a posting should occur during their absence. In such a case, the Employer shall fill the vacancy temporarily if the employee on vacation would likely be the successful applicant in accordance with Article 6.03.
- 6.08 Vacancies are created by the creation of new jobs, the termination of existing employees or the temporary absence of an employee which exceeds or is reasonably expected to exceed three (3) months. Where a temporary absence does exceed three (3) months, but the Employer has information to indicate a specific return date, the absence need not be posted.
- 6.09 In the event that the Employer decides not to fill a part-time vacancy it shall inform the Union of its decision in writing. If the Employer chooses to distribute some or all of the hours resulting from a part-time vacancy not being filled, the hours shall be offered by seniority among existing employees up to twenty-four (24) hours per week.
- 6.10 **Temporary Assignment to a Different Classification**
- a. When an employee is required to temporarily perform a higher rated job, she shall receive the rate applicable to the classification after working in it for two (2) hours.

- b. When an employee is required to temporarily perform a lower rated job at the convenience of the Employer, she shall be paid the rate of her usual classification.
  - c. When an employee is required to temporarily perform a lower rated job and no work is available in his own classification to which he would be entitled on the basis of his seniority, or when such transfer is at the employee's request, he shall be paid at the rate of the new classification after working in it for one (1) hour.
  - d. An employee selected to fill a temporary vacancy shall at the termination of the vacancy revert to the classification in which he worked prior to such selection.
- 6.11 The successful applicant to a job posting shall be placed on trial in the new position for a period of one hundred and sixty-two and one-half (162½) working hours. Such a trial period shall become permanent after the trial period unless:
- a. The employee feels that she is not suitable for the position, and wishes to return to her former position; or
  - b. The employer feels that the employee is not suitable for the position, and requires that she return to her former position.

In the event of either (a) or (b) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the original job posting shall also be returned to her former position and salary without loss of seniority. An employee may not exercise a right to return to a former position unless she

has worked at least thirty-seven and one-half (37½) hours in the new position.

## **ARTICLE 7 - UNION MEMBERSHIP AND CHECK-OFF**

7.01 Neither the Employer or the Union will compel employees to join the Union. The Employer and the Union will not discriminate against any employee because of Union membership or lack of it, and the Employer will inform all new employees of the contractual relationship between the Employer and the Union.

### **7.02 Deduction and Remittance of Dues**

- a. The Employer is authorized and shall deduct each pay period an amount equal to union dues from each employee's pay. Such deductions commence with the first full pay period of the employment of an employee.
- b. The amount shall be calculated according to the Union's dues policy. The Employer shall also deduct any initiation fees authorized by the Union. The Employer shall not deduct more than one (1) pay period's dues from any one paycheque of an employee, except as outlined in the Union's dues policy.
- c. The total amount checked off will be turned over to the Union before the 15th of the month after the check-off is made, together with an itemized list of the employees for whom the deductions are made, their hourly rate, hours worked, and the amount checked off for each. Employees who maintain an employment relationship with the Employer but have not worked sufficient hours to pay dues shall also be listed, and whether they are on leave.

- d. The Employer shall be saved harmless for all deductions remitted to the Union.
  - e. The total amount of union dues annually paid by an employee shall be indicated on the employee's T4 slip.
- 7.03 Employees, who because of conscientious objections cannot support the Union, or any other trade Union, may apply to the Union in writing, explaining their objection and requesting that their deducted monies be forwarded to a registered Canadian charitable organization. This organization will be selected by mutual agreement between the employee and the Union.
- 7.04 The Union agrees to hold the Employer safe and harmless and shall indemnify the Employer for any claims which may be made by an employee as a result of any deduction made pursuant to this Article.

## **ARTICLE 8 - PROBATIONARY PERIOD AND WAGE PROGRESSION**

- 8.01 Employees shall serve a probationary period of four hundred and fifty (450) consecutive hours actually worked or six (6) months whichever comes sooner. When a probationary employee reaches approximately three hundred (300) hours, the Employer shall notify the employee on probation of this fact at which time, approximately, the Employer shall meet to discuss the employee's progress with her. Failure to meet as contemplated by this provision shall not in any way limit the termination of a probationary employee under Article 8.02. The parties may agree to an extension of the probation period in appropriate circumstances.
- 8.02 On or before the expiry date of an employee's probationary period, the Employer will notify her in writing that:

- a. she will receive a permanent appointment, or
- b. her employment will be terminated.

The termination of a probationary employee shall be at the discretion of the Employer which will not be exercised in an arbitrary manner.

- 8.03 Hours worked as part of an employee's orientation will be considered probationary but will not be counted towards the completion of the probationary period.

### **ARTICLE 9 - TRANSFERS**

- 9.01 When an employee transfers to a new and higher classification she will be paid for the first four hundred and fifty (450) hours worked at the lowest rate in the new classification, which is an increase to her current rate. If an employee transfers to a lower classification, she will be paid for the first four hundred and fifty (450) hours worked at the lowest of either her current rate or the rate to which her seniority entitles her in the new classification.

### **ARTICLE 10 - JOB CLASSIFICATIONS, RATES OF PAY AND CHECK-INS**

- 10.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Collective Agreement and forms a part of it.
- 10.02 Seniority for all full-time and part-time employees will be calculated on the basis of one (1) year being equal to 1950 hours worked and paid by the Employer. (It is understood that hours worked and paid for will include payment for vacation,

statutory holidays, bereavement leave, sick time, but not premium pay such as overtime.)

Hours worked in a position outside the bargaining unit shall not be included in the calculation of seniority. An employee in the bargaining unit who accepts a position outside of the bargaining unit shall retain her accumulated seniority for twelve (12) months from the date she last worked in the bargaining unit.

Whenever reference is made to seniority or years of service in this Agreement it shall refer to the above definition.

- 10.03 Wages shall be deposited on a bi-weekly basis directly into the employees' accounts at the Toronto Dominion Bank in Thornbury or Meaford on applicable Fridays.

Effective December 1, 2015, Wages shall be deposited on a bi-weekly basis to the employee's account at a financial institution of the employee's choice on the applicable Fridays.

Any error made by the Employer in calculating payments as provided for in this Article shall be corrected and paid by the following Tuesday if the error is of seven and one-half (7 ½ ) hours pay or more, or paid on the following pay day if such error is less than seven and one-half (7 ½ ) hours.

Where an error has been made which results in an overpayment to the employee of wages or benefits, the amounts of the overpayment shall be deducted from the employee's next pay. For amounts which are greater in value than 7.5 hours regular wages, the Employer will recover the overpayment in more than one pay. In no case will the amount

the Employer deducts from any one (1) pay exceed 7.5 hours regular wages unless the employee concerned agrees.

10.04 New classifications may be established by the Employer. The Employer will consult with the Union with respect to the wage rate for the classification and if the Union is not in agreement, the Union may submit the dispute to arbitration in accordance with the arbitration procedures outlined elsewhere in this Agreement.

10.05 If an employee who is scheduled to work, reports for work and is notified that no work is available, the employee shall be guaranteed a minimum of four (4) hours wages. If the employee is instructed to remain at work she shall be paid for the entire time worked irrespective of the type of work done.

10.06 When an employee is "called in" for an emergency after leaving the premises, she shall be guaranteed earnings equal to no less than half of her normal shift.

10.07 When an employee on a scheduled day off is called in to work one half hour or less before the starting time and the employee commences work within one 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. When an employee on a scheduled day off is called in to work during a shift, and the employee commences work within one hour of the call, then the employee will be paid from the time of her acceptance of the shift provided that she completes the shift for which she was called in.

**10.08 Shift Premium**

All employees who are required by the Employer to rotate over two or more shifts during any pay period shall receive a shift

premium of twenty-eight cents (28¢) per hour for each hour worked on an afternoon or evening shift. Shift premiums will not be paid for any hours for which the employee receives an overtime premium. Nor will shift premiums be considered to form part of the employee's straight time hourly rate.

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

**10.09 On Call Premium**

Where the Employer requires a registered nurse to be on call during her normal time off, she shall receive a payment of eight dollars (\$8.00) for each shift or part of a shift for which she is required to be on call. Should the nurse actually be called in, her premium shall not exceed four dollars (\$4.00).

10.10 All staff members shall be paid at their straight time hourly rate for attending staff meetings or participating in in-service training where such attendance is required by the Employer.

**ARTICLE 11 - HOURS OF WORK, WORK SCHEDULES AND OVERTIME**

**11.01 Full-Time Employees**

Nothing herein shall constitute a guarantee of hours of work per day or per week or of number of days per week. Regular hours of work for all full-time employees shall be seven and one-half (7½) per day exclusive of meal periods of thirty (30) minutes. Overtime shall be paid for all hours worked over seven and one-half (7½) in a day or seventy-five (75) hours bi-weekly, at a rate of time and one-half (1½) the employee's regular rate of pay. All overtime worked must be authorized by the Employer.

**Part-Time Employees**

Overtime will be paid to all part-time employees for all hours worked over seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly, at a rate of time and one-half (1½) the employee's regular rate of pay.

11.02 There shall be three (3) regular shifts for nursing staff. The first (1<sup>st</sup>) shift of the day shall commence at 7:00 a.m. and finish at 3:00 p.m. The second (2<sup>nd</sup>) shift of the day shall commence at 3:00 p.m. and finish at 11:00 p.m. The third (3<sup>rd</sup>) shift of the day shall commence at 11:00 p.m. and finish at 7:00 a.m. The parties may amend these times, providing they mutually agree and providing they indicate this agreement in writing.

11.03 The general hours of work and shifts for a department shall not be changed until the Employer has notified the Union in writing. The Union may request consultation. The expeditious operation of the Home will be a factor.

11.04

a. Each employee shall be entitled to a fifteen (15) minute break, with pay, during each half (½) shift at a time determined by the Employer.

b. Except in cases of emergency, these breaks shall not be interrupted.

c. Employees shall be allowed an unpaid lunch break of one-half (½) hour during each work shift in excess of five (5) hours. Except in the case of emergency, no interruptions of lunch on any shift will be allowed. Should such interruptions occur, compensating time during the shift must be provided.

- d. Employees on a short shift of four (4) hours or more shall have one (1) fifteen (15) minute break with pay at a time designated by the Employer.

**11.05 Full-Time Employees**

The Employer shall arrange shifts so that each full-time employee shall have at least two (2) free weekends per four (4) weeks. This provision shall not apply if the employee agrees otherwise. For purposes of this Agreement a weekend is considered to be a Saturday and a Sunday, except for the third shift of the day where a weekend shall be a Friday and Saturday.

**Part-Time Employees**

The Employer shall arrange shifts so that each part-time employee shall have at least every third (3<sup>rd</sup>) weekend off. This provision shall not apply if the employee agrees otherwise. For the purposes of this provision a weekend is considered to be a Saturday and a Sunday except for the third (3<sup>rd</sup>) shift of the day where a weekend shall be a Friday and Saturday. The above shall apply unless an emergency exists.

- 11.06** Unless an emergency situation exists, no employee shall be scheduled to work more than six (6) consecutive days without a day off. Employees may exchange working and off days providing such exchange is approved by the Administrator or her designated representative. Such voluntary exchanges shall not result in overtime payments.

**11.07**

**a. Nursing Staff**

No employee shall be required to work more than two (2) different shifts in any one (1) week. Each employee shall

have a break of at least sixteen (16) hours between shifts unless an emergency situation exists.

**b. Housekeeping, Laundry and Kitchen Staff**

No employee shall be required to work more than two (2) different shifts in any one (1) week. Each employee shall have a break of at least eleven (11) hours between shifts unless an emergency situation exists.

c. (a) and (b) above do not apply to part-time employees. Part-time employees shall have a break of at least eight (8) hours free from the performance of work between shifts unless the total time worked on successive shifts does not exceed thirteen (13) hours or unless the Employer and the employee agree otherwise.

11.08 As much as possible, the Employer will continue its historic practice of scheduling employees to a shift or combination of shifts.

11.09 The Employer shall post work schedules at least two (2) weeks in advance so that the current and the subsequent schedules will be posted together. No changes shall be made to the current schedule without the agreement of the employee involved unless an emergency exists. The Chief Steward is entitled to a copy of the schedule once posted upon request. No changes shall be made to the subsequent schedule without prior notice to the employee.

11.10 Every effort shall be made to restrict the giving of the report to a maximum of ten (10) minutes at the commencement of the shift.

11.11 Where the Employer temporarily assigns an employee to carry out the responsibilities of a Supervisor for a period in excess of one-half (½) of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift where such an assignment is made.

11.12

- a. Call-ins shall be by seniority on a rotational basis.
- b. The Employer shall maintain, for the purpose of a call-in a list of part-time employees. Employees on the call-in list shall be called in order of seniority, beginning with the most senior employee, until the staff shortage is filled. Employees already scheduled to work will be bypassed. Succeeding call-ins shall commence with the person listed below the last person to accept a call-in, and the call-ins will continue on this basis through the whole list.
- c. Messages will be left on the answering machines so that employees have the opportunity to respond to the call in the event that the shift has not been filled.
- d. An employee who is not home, does not answer, or does not take a call-in shall not be called again until her name comes up in the rotation.
- e. A shift accepted as a result of a call-in will not be considered for the purpose of determining eligibility for premium pay under Article 10.08, nor will it constitute a violation of Article 11.06.
- f. In the event that the shift cannot be filled from the call-in list, full-time employees regularly scheduled for less than seventy-five (75) hours per pay period may be called.

**ERRINRUNG THORBURY INC.**

**COLLECTIVE AGREEMENT: August 1, 2014 – July 31, 2016**

---

- g. The Employer shall by-pass on the list an employee who would otherwise become eligible for overtime rates of pay for a call-in. If all employees available for the call-in are eligible for overtime rates of pay the employee shall not be by-passed.
  - h. Employees are not required to accept offers of work under this sub-Article (11.12), but it is also understood that employees will be reasonably available to work call-in shifts.
- 11.13 A full-time employee will be allowed to reduce her work schedule.
  - a. Beginning with the first schedule after February 1, 1993 a full-time employee who works less than seventy-five (75) hours in a pay period will be eligible for wage increases and qualify for pro-rated benefits based on one (1) year equals 1950 hours worked and paid by the Employer.
  - b. It is understood that a full-time employee scheduled to work less than seventy-five (75) hours in a pay period will work seventy-five (75) hours when requested to do so without financial penalty to the Employer.
- 11.14 Employees who require a specific day off will submit their request in writing to the supervisor two (2) weeks prior to the posting of the schedule.
- 11.15 Where reasonably possible, employees scheduled off on the Saturday and Sunday, where the day before or after is a paid holiday, will be scheduled off on the paid holiday. Employees scheduled to work the Saturday or Sunday where the day before or after is a paid holiday, will be scheduled to work the paid holiday.

**ARTICLE 12 - VACATIONS AND VACATION PAY**

12.01

- a. Employees shall be entitled to vacations according to the following schedule:

<b>Length of Service</b>	<b>Vacation Time</b>	<b>Vacation Pay</b>
Less than 1 year	1 week	4%
1 year to 3 years	2 weeks	4%
3 years to 8 years	3 weeks	6%
8 years to 15 years	4 weeks	8%
15 years to 23 years	5 weeks	10%
23 years to 28 years	6 weeks	12%
28 years or more *	7 weeks	14%

\* The entitlement to seven (7) weeks vacation shall be effective in the 2015 vacation year.

- b. Employees will be covered by Article 12.01(a) with the understanding that all references to years of service for the purpose of calculating vacation pay shall be in accordance with Article 10.02.
- c. All employees are required to take their vacation entitlement during the applicable vacation year. The vacation year shall begin June 1<sup>st</sup> continuing until May 31<sup>st</sup> of the following year. Employees who fail to submit their requests as required by Article 12.04 will be scheduled by the Employer in its discretion. Vacations shall be scheduled to start on a Monday and shall be in full weeks and not parts of a week.

12.02

- a. For the purposes of calculating vacation time entitlement, the employee's seniority as of May 31<sup>st</sup> shall be used.
- b. When an employee reaches the required seniority to advance to the next level of vacation pay, they will then begin to accrue at the higher percentage.
- c. Vacation entitlement in a given vacation year is determined by the applicable entitlement related to the percentage of the employee's wages on the last day (May 31<sup>st</sup>) of the previous vacation year.

12.03 Vacation pay shall be paid twice a year, on the first pay of June and on the first (1<sup>st</sup>) pay of December, by separate deposit. If an employee is taking an early vacation she will be paid vacation pay early provided she requests early payment in writing at least two (2) weeks prior to the pay day which precedes the start of her vacation. An early vacation may not start more than three (3) weeks before the beginning of the applicable vacation year.

12.04 On February 1<sup>st</sup> of each year the Employer shall post a blank vacation schedule sheet. Between February 1<sup>st</sup> and March 31<sup>st</sup> of each year, each employee shall have the right to indicate on this sheet the time during which she prefers to take her vacation.

12.05 The period at which employees shall take their vacations will be determined by the Employer who will take into account the staffing needs of the Home and order of selections of available periods shall be by the employees according to seniority. Employees may not take more than two (2) weeks vacation during the months of July and August. This restriction shall not

apply in exceptional circumstances (such as a return to one's homeland abroad or one's marriage) if the employee is excused by her Administrator or her designate.

12.06 The Employer shall post the final schedule on or about April 30<sup>th</sup>. This schedule shall not be changed except with the consent of the Employer and the employee(s) affected.

12.07 All normal deductions made from an employee's pay will be made from the vacation pay.

12.08 An employee who intends on resigning must provide the Employer with two (2) weeks notice. Failure to provide such notice will result in the payment of all accrued vacation pay at the rate of four percent (4%).

12.09 In order to accommodate staff during the holiday season, the parties agree that scheduling of vacation time off will be suspended between December 15<sup>th</sup> and January 15<sup>th</sup>. This restriction shall not apply in exceptional circumstances (such as a return to one's homeland abroad or one's marriage) if the employee is excused by her Administrator or her designate.

12.10 During the period beginning with June 1st and ending one week after Labour Day, if more than one (1) full-time employee requests overlapping vacation leave, and the Employer determines that it will grant leave to more than one (1) full-time employee, then the following shall apply:

a. Vacation leave will be granted to the most senior applicant

b. Following (a), vacation will be granted to the next most senior applicant who regularly is scheduled to work a

different shift of the day than the employee awarded vacation in (a).

## **ARTICLE 13 - HOLIDAYS**

### **13.01**

#### **a. Full-Time Employees**

Full-time employees shall be entitled to the following holidays paid at regular rates:

*New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and two (2) floating holidays.*

The floating holidays referred to above may be taken at the request of an employee, provided the request is made one (1) week before the schedule for the employee is posted and provided the request date does not unreasonably interfere with the operation of the Home.

Effective the month following October 13, 2016 full-time employees shall be entitled to an additional float holiday.

If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

- b. When work is performed on a statutory holiday by a full-time employee, payment will be at time and one-half (1½) in addition to the holiday pay or total of double time and one-half (2½) where the holiday is worked. Where an employee so requests, and it is convenient and agreeable to

the Administrator or her designate she may be granted a day off in lieu of holiday pay. Such requests are to be submitted in writing to the employee's supervisor by the end of the pay period in which the holiday occurs.

13.02

a. **Part-Time Employees**

The following days are paid holidays for part-time employees at their regular rate of pay:

*New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and two (2) floating holidays.*

One floating holiday may be taken only during the last six (6) months of the calendar year at the request of an employee. The other floating holiday may be taken on the anniversary date of hire or within forty-five (45) days after that date at a time mutually convenient to the Employer and the employee. Both the floating holidays may be taken provided the employee has completed her probationary period and provided the request is made before the schedule for the employee is posted and provided the requested date does not unreasonably interfere with the operation of the Home.

- b. If a part-time employee is assigned to work on a holiday listed above, she shall be paid at the rate of one and one-half (1½) times her regular straight time hourly rate for each hour worked in addition to any holiday pay entitlement.

13.03 If any of the above-named holidays occur on an employee's regular day off or during her vacation period, the employee will receive an additional day's pay. Where the employee so requests, and it is convenient and agreeable to the

Administrator or her designate, she may be granted a day off in lieu of the holiday pay and such holiday shall be taken within thirty (30) days of the holiday unless otherwise agreed to by the Administrator or her designate. Such requests are to be submitted in writing to the employee's supervisor prior to the pay period in which the holiday occurs, and in any case prior to the posting of the schedule in which the alternate day off would fall.

13.04 An employee shall not be entitled to holiday pay unless she reports for work on her last scheduled shift before the holiday and on her first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by her Administrator, or if she is ill on one of the qualifying days and produces satisfactory evidence of her illness. During their probationary period employees will be entitled to holidays as defined by and in the manner prescribed in the *Employment Standards Act*.

13.05

- a. Each employee shall be off on either December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> or three (3) consecutive days including January 1<sup>st</sup>, but not on both of these holidays. If an employee was off on Christmas of the previous year, the Employer shall attempt to change her to New Years the following year and vice versa.
- b. In order to accommodate the entitlements in paragraph (a), the scheduling requirements of the Collective Agreement shall be suspended between December 15<sup>th</sup> and January 15<sup>th</sup>.

13.06 Payment for such statutory holidays shall be based upon the following:

$$\frac{\text{Number of hours worked during two (2) preceding pay periods}}{150} \times 7.5 \times \text{hourly rate}$$

#### **ARTICLE 14 - SENIORITY**

14.01 Seniority is the ranking of employees in accordance with their length of employment accumulating as defined in Article 10.02.

14.02 Seniority shall be recognized by the Employer on a bargaining-unit wide basis.

14.03 Seniority lists shall be maintained by the Employer. Copies shall be sent to the Union every six (6) months and a copy given to one (1) Steward.

14.04 An employee shall lose all seniority, and her employment shall be terminated when she:

- a. voluntarily resigns;
- b. is discharged for cause and is not reinstated through the grievance or arbitration procedure;
- c. is laid off in excess of twelve (12) months;
- d. is absent from work without permission for two (2) consecutive working days unless an explanation satisfactory to the Employer is given by the employee;

- e. fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- f. fails to return to work on the date specified in the recall notice sent by registered mail, or equivalent, and provides no fewer than three (3) calendar days notice, unless an explanation satisfactory to the Employer is given and provided no fewer than three (3) calendar days notice by the employee;
- g. is absent for a period of twenty-four (24) months due to illness or disability or both and there is no reasonable likelihood the employee will return to work. The Employer has the discretion to extend this period beyond twenty-four (24) months, in accordance with the *Human Rights Code*;
- h. misrepresents the reason for absencing herself from work;
- i. is an unscheduled part-time employee and fails to respond to a call-in for a period of two (2) pay periods provided the Employer has called a minimum of three (3) times or fails to work at least one (1) shift every three (3) months provided they have been called a minimum of three (3) times. The Employer has the discretion to waive these requirements where, in its opinion, there are circumstances which support such waiver.

14.05 Seniority shall be retained and accumulated, to a maximum of twelve (12) months, when an employee;

- a. is absent during pregnancy and parental leave; or

- b. is absent and is in receipt of benefits under the WSIA, after all appeals are concluded; or
- c. is absent due to illness or accident, proof of which is satisfactory to the Employer.

14.06 Seniority shall be retained and not accumulated when an employee is absent from work under the following circumstances:

- a. with written approval of leave of absence for personal reasons; or
- b. when on layoff for a period of up to twelve (12) months; or
- c. is absent due to injury or illness, with reasonable proof which is satisfactory to the Employer, beyond twelve (12) months until such a time that the employee returns to work or the employment relationship is severed.

## **ARTICLE 15 - LAYOFFS & RECALLS**

15.01

- a. For all employees, it is understood that a reduction in the number of scheduled hours does not constitute a layoff unless the employee has his/her hours reduced in excess of five (5) hours bi-weekly. Such a reduction shall be seen as a layoff.

In all cases of layoff and recall from layoff, the following factors shall be considered:

- i. Seniority;
- ii. Skill, efficiency and ability

Where the factors in (b) are relatively equal in the judgment of the Employer, factor (a) shall govern provided the employee has the qualifications to perform the work in question. In determining the skill, efficiency and ability of an employee to perform the work for the purposes of paragraph (b) above, the Employer shall not act in an arbitrary or unfair manner.

The Union office shall receive advance notice of any such layoff and the names of the employees concerned. Copies of each layoff notice will be given to a Steward on the same day as the notice is delivered to the affected employee.

- b. An employee whose position is subject to layoff shall have the right at the employee's option to either:
  - i. Accept the layoff or reduction; or
  - ii. Displace an employee in the bargaining unit in a lower or identical paying classification, provided the employee is qualified for and can perform the duties of the lower or identical paying classification without training, other than orientation. An employee may only bump into a position which is equal or less in hours than their regularly scheduled position.
  - iii. Consistent with an opportunity to bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

An employee will have five (5) calendar days following written notification to indicate their choice. Failure to indicate within the above time limits will be deemed to mean that the layoff or reduction is accepted.

- c. The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than thirteen (13) weeks, notice in writing of her layoff in accordance with the *Employment Standards Act*.
- d. In determining the ability of an employee to perform the work for the purposes of paragraph (a) above, the Employer shall not act in an arbitrary or unfair manner.
- e. For short term layoffs, (one of less than thirteen (13) weeks duration) the Employer whenever possible, shall give seniority employees concerned as well as the Union, no less than one (1) week notice of the intention to lay off employees. Such notice will be included in any notice necessary should the layoff become long term. This provision shall override the posted work schedule.
- f. The following provisions shall apply to employees who have been laid off as provided in 15.01 (a) and (b) and who, as a result, are no longer in active employment with the Employer.
  - i. All employees shall be recalled from a layoff to available openings before such opening is filled on a regular basis under a job posting procedure.
  - ii. Such 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 six (6) months of being recalled

- iii. No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Employer of their intention to do so, in accordance with (iv) below, or are unable to perform the work available in accordance with Article 15.01 (a).
- iv. It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) days (exclusive of Saturday, Sunday and paid holidays) after being notified to do so. Such notice may be 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 day of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for her proper address being on record with the Employer.

## **ARTICLE 16 - INSURANCE PLANS**

### **16.01**

- a. For all employees who have completed probation, at the applicable single or family rates, the Employer agrees to pay the premiums for the following benefits on a pro rata basis in accordance with Article 16.01(b), if the employee so requests:
  - i. Extended Health Insurance, with a ten dollar (\$10.00) single/twenty dollar (\$20.00) family once annual deductible, including drugs, but excluding hospital

- benefits, convalescent and chronic care benefits. A Drug Card is to be introduced so soon after ratification as the insurer will permit. Such card will have a dispensing fee cap of five dollars (\$5.00) and a fee of two dollars and fifty cents (\$2.50) per prescription.
- ii. Life insurance of twenty-five thousand dollars (\$25,000) and accidental death and dismemberment benefit of twenty thousand dollars (\$20,000). Effective the month after October 13, 2016, increase life insurance to thirty thousand dollars (\$30,000) and accidental death and dismemberment benefit to thirty thousand dollars (\$30,000).
- b. The pro rata portion for the benefits in Article 16.01(a) shall consist of the following. The Employer shall contribute for employees normally scheduled to work:
- i. 37.50 hours a week - 100% of the premiums
  - ii. 30.01 up to 37.49 hours a week - 80% of the premiums
  - iii. 22.51 up to 30 hours a week - 60% of the premiums
  - iv. 15.01 up to 22.50 hours a week - 40% of the premiums
  - v. 7.5 up to 15 hours a week

The prorata percentage will be calculated twice per year. It will be determined by the hours worked in the first six (6) months commencing with the first pay period to begin in February and the hours worked in the six (6) months commencing with the first pay period in August.

- c. The extended health care, vision care, and dental care programmes shall cover the families of the employees where applicable.

**16.02 Vision Care**

The Employer shall contribute for all full-time employees with nine hundred and seventy-five (975) hours of seniority one hundred and eighty-five dollars (\$185.00) every twenty-four (24) months for eyeglasses and prescription contact lenses at the single rate.

This benefit will be prorated for employees who regularly work less than seventy-five (75) hours per pay period as outlined in Article 16.01(b). This benefit is available to employees and their families.

Effective the month following October 16, 2016, increase vision coverage to two hundred fifty dollars (\$250.00) every twenty-four (24) months.

16.03 The Employer agrees to pay the premium costs for the equivalent of Blue Cross 9, single coverage, twenty-five dollars (\$25.00) deductible, one (1) year lag in ODA Fee Schedule, to all full-time employees with nine hundred and seventy-five (975) hours of seniority. This benefit will be prorated in accordance with Article 16.01(b) for employees who regularly work less than seventy-five (75) hours per pay period. Dental recalls will be covered by the Plan once every nine (9) months at the same time as the introduction of a higher level of benefit for Life and ADD insurances.

16.04 Part-time employees will be eligible for coverage of Dental Plan on a voluntary basis with the Employer's share of premiums as defined in Article 16.01(b).

16.05 When an employee reaches age 65, life insurance coverage will reduce to one half of the level of coverage otherwise available under this Agreement. When an employee reaches age 70,

insured benefit coverage under this Article shall cease both for the employee and for any employee's family member who otherwise would be covered.

**16.06 Benefit Premiums**

The Employer shall continue to pay its portion of insured benefit premiums, provided the employees continue to pay their portion, as follows:

- a. During the calendar month in which a layoff occurs;
- b. During the first four (4) consecutive weeks of an authorized leave of absence without pay;
- c. While the employee is off due to illness, up to a maximum of four (4) consecutive weeks without pay;
- d. While in receipt of WSIB benefits as a result of an injury sustained during employment with the Employer, as detailed in article 19.06 (a);
- e. While on pregnancy and/or parental leave, for the period it is required to pay benefit premiums, in line with government legislation.

Where an employee must pay a portion, the payment must be received by the Employer no later than the first day of the month for which coverage is being purchased. If for any reason, however, payment is not received by the Employer by the 10th day of that month, benefits will be cancelled and should the employee return to active employment such employee will be subject to the prior approval of the benefits insurer before benefits can be reinstated.

Employees on any leave of absence and following the periods set out above may continue benefit coverage until such time as they lose their seniority.

## **ARTICLE 17 - ABSENCE FROM WORK AND REPORTING**

- 17.01 If an employee is unable to report for work, she shall give the Employer a minimum of four (4) hours notice. In the case of the day shift, an employee shall make every reasonable attempt to give a minimum of two (2) hours notice. If an employee does not provide notice as described herein, she shall not receive any sick pay for that day.
- 17.02 An employee who is off work due to illness or injury for a period over seven (7) days must inform the Employer that she is able to return to work at least forty-eight (48) hours in advance for an absence over seven (7) days or seventy-two (72) hours in advance for an absence over fourteen (14) days and during business hours 9 to 5, Monday to Friday excluding holidays.
- 17.03 Every employee shall be required to obtain a doctor's certificate upon return to work after an illness which lasts longer than two (2) days.

## **ARTICLE 18 - SICK LEAVE**

- 18.01 Employees who have completed their probationary period shall accrue sick leave credits of seven and one-half (7½) hours for every one hundred and sixty-two and one-half (162½) hours worked.

- 18.02 There shall be no limit on the number of sick day credits that an employee may accumulate. The employee shall be entitled to use up her accumulated total number of credited sick days during any period of sickness. However, an employee absent on a short-term illness of two (2) days or less shall be paid for the first two (2) such periods of short-term illness in any calendar year. The third and succeeding illness of one (1) day or less duration in any calendar year shall not be paid. If on the third and succeeding illnesses, an employee is off for more than one (1) day, payment for sick leave shall commence on the second (2<sup>nd</sup>) day and shall continue as long as the credits are available.
- 18.03 An employee who was entitled to sick days and is off work due to sickness shall not receive more pay in sick day benefits than the normal number of days worked during the preceding pay periods.
- 18.04 If an employee is absent from work because of an injury that is compensable under the *Workplace Safety and Insurance Act*, she shall not lose any accumulated sick days nor shall she receive payment from the Employer for periods of absence during which she is receiving compensation.
- 18.05 No sick leave shall be paid if a third party is paying income allowance (e.g., insurance payments for injury sustained in an automobile accident). However, it is agreed that an employee may use accumulated sick days if insurance payments are held up due to a dispute. When such dispute is resolved in favour of the employee, she shall repay the Employer and she shall again be credited for the sick days used.

**ARTICLE 19 - LEAVES OF ABSENCE**

19.01 The Administrator may grant a request for a leave of absence without pay for extenuating personal reasons providing that he receives at least one (1) month's notice in writing unless impossible. Such a leave may be arranged to the mutual satisfaction of both parties and granting a request for such leave shall not be unreasonably withheld. Applicants, when applying, must indicate the date of departure and specify the date of return. The applicant shall provide the Employer with reasonable documentation, if it exists, to support the purpose of the leave.

The Employer will give a written reply to the request within one (1) week after he has received the request. If the request is denied, he shall state the reasons in the reply. The Union shall receive a copy of the reply.

19.02 Employees who are on leave of absence will not engage in gainful employment elsewhere. An employee who violates this rule will forfeit all seniority rights, and may be dismissed by the Employer.

19.03 Leaves of absence will not be granted to probationary employees.

19.04 During any leave of absence, an employee may elect to have her insurance coverage's continued for the duration of the leave providing the employee pays to the Employer the full premium costs for any month in which she is not entitled to Employer paid coverage.

**19.05 Union Leave**

The Employer shall grant each Union Steward a maximum of three (3) days leave of absence, without pay, per calendar year for the purpose of attending Steward courses and seminars. The Union will provide the Employer with as much advance notice as possible but in any case no less than two (2) weeks. The Union agrees that such leave will not unduly affect the proper operation of the nursing home.

**19.06 Pregnancy and Parental Leave**

- a. An employee who is pregnant is entitled to a leave of absence of up to seventeen (17) weeks in accordance with the *Employment Standards Act*. To qualify for the leave, the employee must have started employment with her employer at least thirteen (13) weeks before the expected birth date.
- b. The employee shall give the employer written notice two (2) weeks in advance of the date she intends to commence the pregnancy leave and shall provide the employer with a certificate from a legally qualified medical practitioner giving the estimated day upon which delivery will occur.
- c. An employee who is a parent of a child is entitled to a parental leave for a period of thirty-five (35) weeks following the birth or adoption of the child in accordance with the *Employment Standards Act* (thirty-seven [37] weeks if the employee did not take pregnancy leave). To qualify for the leave, the employee must have been employed by his or her Employer for at least thirteen (13) weeks.

- d. Parental leave of an employee who has taken pregnancy leave must begin when the pregnancy leave ends. For employees who have not taken pregnancy leave, parental leave may begin no later than fifty-two (52) weeks after the day the child was born or comes into the custody, care and control of a parent for the first time.
- e. The employee must give the Employer two (2) weeks written notice of the date the parental leave is to begin. For clarity, this provision will be interpreted consistent with Article 2.08.
- f. The employee shall give at least four (4) weeks written notice of the employee's intention to return to work. This notice requirement applies to the return to work from pregnancy leave and from parental leave.
- g. An employee who has given notice to end either the pregnancy or parental leave may change the notice to an earlier date if the employee gives the employer at least four (4) weeks written notice before the earlier date, or, in the Employer's discretion, to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.
- h. Seniority shall accrue for the statutory term of a pregnancy or parental leave.
- i. Effective September 1, 2003, an employee who has completed ten (10) months of continuous service prior to the expected date of birth will be eligible for a Supplementary Employment Insurance Benefit (SEB). To receive the benefit, the employee must be in receipt of Employment Insurance Benefits.

The SEB will be the equivalent to the difference between seventy-five (75) percent of the employee's regular weekly earnings and the sum of her weekly Employment Insurance benefits. Such payment shall commence after the two (2) week Employment Insurance waiting period and shall continue while the employee is in receipt of Employment Insurance benefits to a maximum of seventeen (17) weeks.

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 by her normal weekly hours.

This Plan is subject to the requirements and the provisions of the Employment Insurance authority, the legislation and any regulations made under the legislation.

**19.07 Workplace Safety and Insurance**

When an employee is absent due to illness or injury that is compensable under the *Workplace Safety and Insurance Act*, the following shall apply:

- a. The Employer shall continue to make contributions for employment benefits for one (1) year as required under the *Workplace Safety and Insurance Act*.
- b. Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing the employee pays the total cost of the premiums to the Employer for each monthly period during the absence. Employees must submit the premium by the fifteenth (15<sup>th</sup>) of the month to the Employer or the Employer will drop coverage until she returns to work.

- c. An employee will not be eligible for paid holidays, sick leave, vacation pay, or any other benefits mentioned in this Agreement during any absence covered by *Workplace Safety and Insurance Act* except where specified otherwise. An employee's absence during which she receives benefits under the *Workplace Safety and Insurance Act* shall be considered as time worked for the purpose of calculating vacation pay, providing the employee returns to work within two (2) years after the injury occurred. Such calculation shall be based on the hours normally worked before the injury.
- d. If the anticipated length of an absence due to a compensable accident exceeds or is reasonably expected to exceed three (3) months, the Employer will post notice of the vacancy in accordance with the job posting procedure in this Agreement. Where a temporary absence does exceed three (3) months, but the Employer has information to indicate a specific return date, the absence need not be posted.
- e. An injured employee shall have a period of two (2) years within which she shall retain seniority. Within these two (2) years she will have the right to return to work but only if her doctor indicates to the Employer that she has the physical capacity to fully perform her normal job.
- f. If an employee returns to work within a two (2) year period, she shall regain her former job or its equivalent without loss of seniority or benefits accrued to the date of injury. In such a case, the returning employee will displace the employee with the least seniority in the classification to which the former is returning.

- g. Where in the Employer's discretion, the Employer permits an employee to return to light duties (modified work program) the job posting provisions shall not apply. The wage rate shall be established by the Employer taking into account the duties performed.

The wage rate shall be established by the Employer taking into account the duties performed.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

### **20.01**

- a. Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) consecutive days without loss of pay, ending with the second (2<sup>nd</sup>) day following the day of the funeral.
- b. Upon the death of an employee's mother, father, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, step-sister, step-brother, half-sister, half-brother, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay ending with the day of the funeral.
- c. It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.

- d. In the event of a spring interment, an employee may save one (1) of the days identified above without loss of pay to attend the interment.
- e. In the event that an employee requires an exception based on religious grounds regarding the cut off based on date of interment, they may apply in writing to the Administrator.
- f. An employee shall be granted one (1) day bereavement leave without loss of pay on the death of his or her aunt or uncle, niece or nephew.
- g. An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

## **ARTICLE 21 - JURY DUTY**

- 21.01 The Employer shall reimburse an employee on jury duty for all time lost. The employee must provide the Employer with a signed document from the Clerk of the Court, stating the days in attendance and the amount of payment received from the Court, and the Employer shall deduct such payments from the employee's wages.
- 21.02 It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty.

21.03 A probationary employee who is excused from work due to jury duty shall have her probationary period frozen. At the completion of the absence her probationary period shall recommence with her first shift of work from the point at which it had been frozen.

## **ARTICLE 22 - ORIENTATION**

22.01 New employees in all classifications shall receive a paid orientation period of three (3) shifts. During such orientation period, the new staff member shall be an "extra" in addition to the regular number of staff members.

22.02 Employees will receive an orientation rate that is three dollars (\$3.00) less per hour than the probationary rate for her classification. An orientation rate will not exceed six (6) shifts. Upon successful completion of the probationary period the employee will receive the difference between the orientation rate and the probation rate for all orientation hours.

22.03 If an employee is expected to work on evenings or on nights or both, she must have at least one (1) orientation on the relevant shift. By agreement, the parties may decide to forego any or all orientation shifts.

## **ARTICLE 23 - BULLETIN BOARD**

23.01 The Employer shall provide a bulletin board to be used by the employees and the Union in the Nursing Home. All postings must first receive the approval of the Administrator, or her designate, before being posted and such approvals shall not be unreasonably withheld. Nothing shall be posted that is contrary to the provisions of this Agreement, nor contrary to

the law. The parties will share in the cost of providing a locking cover to the bulletin board.

## **ARTICLE 24 - HEALTH AND SAFETY**

24.01 The Employer agrees to make reasonable and proper provisions for the maintenance of health and safety in the Home. The Employer shall comply with safety legislation and regulations as stipulated in the *Ontario Occupational Health and Safety Act* and the *Nursing Home Act*.

## **ARTICLE 25 - PENSIONS**

25.01

- a. This plan applies to all employees covered by this Collective Agreement.
- b. All full-time employees with one or more years of service shall be eligible to join the pension plan outlined below.
- c. Part-time employees with one or more years of service totalling no less than seven hundred (700) paid hours of employment shall also be eligible to join this plan.
- d. Employees who choose to join, four percent (4%) shall be deducted from their regular straight time salaries for the plan and this will be matched by a four percent (4%) contribution from the Employer also based on regular straight time earnings. Entrance to the plan is voluntary but once an employee elects to join that decision cannot be reversed.
- e. The Employer will remit the employee's and the Employer's contribution to the Union Pension Plan registered with the

Canada Customs and Revenue Agency (CCRA) and the Financial Services Commission of Ontario (FSCO) as Pension Plan #0398594, a registered money purchase plan, within fifteen (15) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amount applicable to each. Both the Employer and the employee members of the pension plan shall receive financial information on the plan including earnings of the money invested and a statement showing each employee's balance in the plan.

- f. The Employer and the Union will cooperate in providing the information required to administer the pension plan on the employee's behalf.
- g. The Union agrees to hold the Employer safe and harmless and shall indemnify the Employer for any claims which may be made by the employee as a result of any deductions made pursuant to this Article.

25.02 Where legislation or the Plan prohibits an employee from contributing to the Plan because of age, an amount equivalent to the deductions in Article 25.01 will be directed to the employee wages.

25.03 Employees who wish to have additional money deducted regularly from their pay and sent to the Pension Plan Office shall complete a form provided by the CLAC Benefit Administration Office and provide it to the Employer. The Union will ensure that the Employer has sufficient copies of this form to enable employees to make their election. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such

additional contributions. Employees may make an election once a year at any time in the month of February. The amount of the election shall be a whole number and a percentage of regular straight time earnings established by the Union in the preceding January and communicated to the Employer in writing.

**ARTICLE 26 - UNIFORM ALLOWANCE**

26.01 Employees shall receive a uniform allowance of seven cents (7¢) for every hour worked.

**ARTICLE 27 - EDUCATION LEAVE**

27.01 An employee required by the Employer to take a course either to upgrade or to acquire new employment qualifications shall have:

- a. the fee for the course paid by the Employer;
- b. if attendance at the course is required during working hours when the employee was regularly scheduled to work, the hours which the employee was scheduled to work but were spent at the course shall be paid for at the straight time hourly rates;
- c. to qualify for (a) and (b) above, the employee must successfully complete the course and remain in the employ of the Employer for at least three (3) months.

**ARTICLE 28 - GRIEVANCE PROCEDURE**

- 28.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives as the agents through which employees shall process their grievances. A grievance shall be defined as an alleged violation or misinterpretation of this Agreement.
- 28.02 Unless stated otherwise, any reference to a number of days in this Agreement shall be a reference to calendar days.
- 28.03 The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If an action or condition is of a continuing or recurring nature, the limitation period shall commence one (1) day after notice of same is brought to the attention of the other party.
- 28.04 A "Group Grievance" is defined as a single grievance, signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a "Group Grievance."
- 28.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration, by-passing Step 1 and 2. A Policy Grievance submitted by the Union shall be signed by a CLAC Representative or a Steward and submitted to the

Employer. A Policy Grievance submitted by the Employer shall be signed by the Employer or her designated representative.

28.06 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. Therefore, an employee has no grievance unless she has first given her supervisor an opportunity to adjust her complaint. When an employee comes to her supervisor with a complaint, she will meet by appointment with her Supervisor at a mutually convenient time to discuss the complaint. The supervisor must respond within five (5) days, excluding weekends and holidays.

**Step 1**

An employee having a grievance must, accompanied by a Steward or a CLAC Representative (if so requested) at a time fixed by the Supervisor, orally submit her complaint to her immediate Supervisor within five (5) workdays after the act or condition which caused the grievance. The Supervisor will deal with the grievance not later than the third (3rd) day following the day on which the grievance is submitted, and will notify the grievor and the Union Representative (when her presence is requested) of her decision in writing within three (3) workdays following the said meeting.

**Step 2**

If the grievance is not settled under Step 1, a Union Representative will, within five (5) workdays after the decision under Step 1 (or the day on which this decision should have been made) submit a written grievance signed by the employee to the Administrator or her designate. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the

grievor and the Union Representative of her decision in writing within five (5) workdays following the said meeting.

- 28.07 Where a grievance is not processed according to the time lines provided in this Article, it shall be considered abandoned. Time limits fixed for the grievance procedure may be extended by agreement of the parties.

## **ARTICLE 29 - ARBITRATION**

- 29.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration as follows.

- 29.02 The party requesting arbitration must serve the other party with written notice of desire to arbitrate, within ten (10) days after receiving the decision given at Step 2 of the Grievance Procedure. The notice shall contain the party's nominee to the Arbitration Board.

- 29.03 The recipient of the notice shall nominate its nominee within seven (7) days of date of service and shall notify the other party of the name and address of its nominee. The two (2) nominees so appointed shall jointly select a chairperson. If they are unable to agree on the selection of a chairperson within seven (7) days of their appointment, either party to the dispute may request the Minister of Labour to supply a panel for selection to act as the chairperson of the Board of Arbitration.

If the parties agree to have a sole arbitrator instead of a Board, the two parties shall jointly select a sole arbitrator.

All references in this Article to a Board of Arbitration shall equally apply to a sole arbitrator.

**ERRINRUNG THORBURY INC.**

**COLLECTIVE AGREEMENT: August 1, 2014 – July 31, 2016**

---

- 29.04 No persons who have been involved in an attempt to negotiate or settle the grievance may be appointed as chairperson of an Arbitration Board or as sole arbitrator.
- 29.05 The decision of a majority will be final and binding upon the parties, but if there is no majority, the decision of the chairperson of the Arbitration Board governs.
- 29.06 Notices of desire to arbitrate a dispute and of nomination of a nominee shall be served personally or by registered mail. If sent by registered mail the date of mailing shall be deemed to be the date of service.
- 29.07 The time limits fixed for the arbitration procedure may be extended by agreement of the parties.
- 29.08 The Arbitration Board is to be governed by the following provisions:
- a. The Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it;
  - b. The Board shall not have the power to alter or amend or add to, or delete any of the provisions of this Agreement;
  - c. The parties and the arbitrator shall have access to the Employer's premises to view working conditions, or operations which may be relevant to the resolution of a grievance.
- 29.09 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in the Grievance Procedure

may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the *Labour Relations Act*.

- 29.10 Each of the parties shall be responsible for the fees and expenses of its own nominee and its own witnesses. The fees and expenses of the chairperson shall be shared equally by the parties to this Agreement.

### **ARTICLE 30 - DISCHARGE, SUSPENSION AND WARNING**

#### **30.01**

- a. When the conduct or performance of an employee calls for a warning by the Employer, the warning shall be a written one and a copy of this warning shall be forwarded immediately to the Steward.

A written warning related to matters other than abuse of residents shall be removed from the employee's records eighteen (18) months after it was issued, provided there were no further warnings within eighteen (18) months following the issuance of the warning.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the sunset provision noted above.

- b. Where the employee is subject to suspension or discharge, the Employer shall forward a copy of the letter which communicated the discipline to the employee, to the Steward and the Union office.

- 30.02 Within five (5) workdays following a warning, suspension or discharge, the employee involved, provided she has completed her probationary period, may together with a Union

Representative question the Employer about the reasons for the warning, suspension or discharge. Within five (5) workdays following this discussion, the Union may process the complaint via Step 2 of the Grievance Procedure.

- 30.03 A claim by an employee who has completed the probationary period that she has been unjustly discharged may be settled under the grievance or arbitration procedure by:
- a. confirming the Employer's action by dismissing the employee;
  - b. reinstating the employee without loss of seniority and with full compensation for time lost; or
  - c. by any other arrangements which may be deemed just and equitable.

**ARTICLE 31 - RENEWAL, AMENDMENT AND TERMINATION**

31.01 Except as otherwise specifically provided, this Collective Agreement shall be effective until the 31<sup>st</sup> day of July, 2016, and it shall continue automatically during annual periods of one (1) year each unless either party notifies the other, in writing, within ninety (90) days prior to the expiration of the Collective Agreement, that it desires to amend or terminate the Agreement.

31.02 In the event of such notification being given as to amendment of this Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification or time mutually agreed to by the parties.

DATED at \_\_\_\_\_, ON, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Signed on behalf of  
**ERRINRUNG THORNBURY INC.**

Per \_\_\_\_\_

Per \_\_\_\_\_

Signed on behalf of  
**HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL 304**

Per \_\_\_\_\_

Per \_\_\_\_\_

**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY RATES**

Classification		Current	Aug 1, 2014	Aug 1, 2015	Oct 13, 2016
<b>Kitchen/ Housekeeping/ Laundry</b>	<b>Start</b>	17.33	17.59	17.82	17.92
	<b>1 year</b>	18.06	18.33	18.57	18.67
	<b>2 years</b>	18.40	18.68	18.92	19.02
	<b>3 years</b>	18.88	19.16	19.41	19.51
<b>Attendants</b>	<b>Start *</b>	15.19	15.42	15.62	
	<b>1 year</b>	15.61	15.84	16.05	
	<b>2 years</b>	16.41	16.66	16.88	
	<b>3 years</b>	17.22	17.48	17.71	
<b>Nurse Aid</b>	<b>Start *</b>	17.44	17.70	17.93	
	<b>1 year</b>	17.84	18.11	18.35	
	<b>2 years</b>	18.72	19.00	19.25	
	<b>3 years</b>	19.52	19.81	20.07	
<b>Student</b>	<b>Nursing</b>	11.09	11.26	11.41	
	<b>Retirement</b>	10.28	10.43	10.57	
		<b>Current</b>	<b>Aug 1, 2014</b>	<b>Aug 1, 2015</b>	
<b>RPN</b>	<b>Start</b>	21.24	21.56	21.84	
	<b>1 year</b>	21.96	22.29	22.58	
	<b>2 years</b>	22.45	22.79	23.09	
	<b>3 years</b>	22.65	22.99	23.29	
	<b>4 years</b>	23.47	23.82	24.13	
	<b>5 years</b>	24.28	24.64	24.96	

**ERRINRUNG THORNBURY INC.****COLLECTIVE AGREEMENT: August 1, 2014 – July 31, 2016**

---

		<b>Current</b>	<b>Aug 1, 2014</b>	<b>Aug 1, 2015</b>	<b>Oct 13, 2016</b>
<b>RN</b>	<b>Start</b>	26.81	27.21	27.56	28.31
	<b>1 year</b>	27.92	28.34	28.71	29.53
	<b>2 years</b>	28.58	29.01	29.39	30.49
	<b>3 years</b>	29.03	29.47	29.85	32.12
	<b>4 years</b>	30.64	31.10	31.50	33.42
	<b>5 years</b>	32.08	32.56	32.98	35.02
	<b>6 years</b>	33.41	33.91	34.35	36.56
	<b>7 years</b>	34.53	35.05	35.51	39.66
	<b>8 years</b>	35.54	36.07	36.54	42.86
	<b>9 years</b>	36.90	37.45	37.94	
	<b>10 years</b>	37.66	38.22	38.72	
	<b>11 years</b>	38.76	39.34	39.85	

- \* Employees who have completed the Health Care Aid course at an approved Community College or have Registered Nurses or Registered Practical Nursing Registration which are in good standing and who work as Nursing Aids or Attendants shall receive an additional fifteen cents (15¢) per hour above the Nurses Aid rate.

Employees who are on probation shall be paid twenty-five cents (25¢) an hour less than the start rate.

A premium of twenty cents (20¢) per hour will be paid to one (1) Dietary Aide who works the shift that is assigned the responsibility to cook the main meal of the day. The hours of work of this shift on days may be adjusted or not, from time to time to include both the noon meal and the evening meal. The premium will be paid in the Nursing Home only. Effective the first pay period following October 13, 2016, the premium shall increase to thirty cents (30¢).

**RN and RPN Recent Experience Credit**

At the time of hire and for RN/RPNs who are employees at the time of ratification, movement up the grid will be permitted for those RNs and RPNs (Nurses) who have recent, related experience in nursing. Such movement will be based on the formula of one (1) year of service (1950 hours paid = 1 year of service) entitles a Nurse to move up 1 step to a maximum of the top of the grid. As with wage adjustments for other classifications, these come into force the pay period which commences immediately following the milestone date.

Notes: No Nurse will have her rate of pay reduced by the introduction of this grid, but shall find her rate frozen until her service accrues so as to entitle her to an increase under this grid.

Red-circled Nurses are to receive the cents per hour increase noted herein.

**Weekend Premium**

Effective January 1, 2006 there will be a weekend premium of fifteen cents (15¢) per hour for hours worked between 11:00 p.m. Friday until 11:00 p.m. Sunday.

Notes: Wages and Weekend Premium will be effective the pay period which commences immediately following the milestone date.

**Retroactivity:**

Wage increases shall be retroactive to August 1, 2014 and shall be paid out within three (3) full pay periods from the date of ratification/award. Any employee who has left the employ of the Employer is to be so notified in writing as his/her last known address

**ERRINRUNG THORNBURY INC.**

**COLLECTIVE AGREEMENT: August 1, 2014 – July 31, 2016**

---

on file within thirty (30) days of the date of ratification/arbitration award. Such former employee will then have thirty (30) days in which to contact the Employer as stipulated in then notice in order to make a claim for retroactive pay. Payment will be made within thirty (30) days of acknowledgement of receipt of such notice. Where a former employee fails to make a timely request for payment, his/her entitlement shall be lost.

**LETTER OF UNDERSTANDING #1**

Between  
**ERRINRUNG THORNBURY INC.**

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

---

**UNION EDUCATION AND ASSISTANCE FUND**

---

The Employer agrees to remit to the Union's Education and Assistance Fund one cent (1¢) per hour per employee for all paid hours. Such monies will be paid to the Union on a monthly basis and will be remitted with the union dues.

**LETTER OF UNDERSTANDING #2**

Between  
**ERRINRUNG THORNBURY INC.**

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

---

**DIETARY DEPARTMENT**

---

When it is necessary to reduce part-time staff in the Dietary Department at any given point, the Employer agrees, as much as practicable, to reduce hours on basis of seniority in the particular shift targeted for a reduction in hours.

**LETTER OF UNDERSTANDING #3**

Between  
**ERRINRUNG THORBURY INC.**

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

---

The Employer will permit full-time employees to increase or decrease the number of shifts they wish to work providing the employee notifies her supervisor in writing of such desire in accordance with the following timetable:

- Notice is received in the month of May for changes to take effect in the September schedule.
- Notice is received in the month of January for changes to take effect in the March schedule.

**LETTER OF UNDERSTANDING #4**

Between  
**ERRINRUNG THORNBURY INC.**

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

---

For the duration of this Collective Agreement and despite the language of Article 6.06 the Employer will post the original and one subsequent vacancy effective date of ratification.

**LETTER OF UNDERSTANDING #5**

Between  
**ERRINRUNG THORBURY INC.**

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

---

The Dietary working supervisor shall be split on the basis of sixty percent (60%) or more of the supervisor's working time will be allocated to direct supervision and other management tasks and forty percent (40%) or less of a supervisors working time will be allocated to performing duties on the floor which are also bargaining unit work.

While the Retirement Home occupancy rate is less than or equal to fifty-five percent (55%), the Retirement Home Director shall be split on the basis of fifteen (15) hours per week allocated to performing duties on the floor, which are also bargaining unit work, and other hours of work above this threshold will be allocated to direct supervision and other management duties. While the Retirement Home occupancy rate is less than or equal to eighty percent (80%), but greater than fifty-five percent (55%), then the split described above shall be such that seven and one-half (7½) hours per week will be allocated to performing duties on the floor. Should the Retirement Home occupancy rate exceed a threshold level for a period of thirty (30) days, then the Retirement Home Director shall perform duties on the floor which are also bargaining unit work according to the higher threshold. If, however, the occupancy rate should subsequently fall to or below a threshold level for a period longer than thirty (30) days, then, the conditions in either of the first two (2) sentences of this paragraph will apply.

**ERRINRUNG THORNBURY INC.**

**COLLECTIVE AGREEMENT: August 1, 2014 – July 31, 2016**

---

The parties recognize that following the departure of the former housekeeping/laundry supervisor in 2008, the assignment of her thirty-two and a half (32.5) hours per week of non-supervisory tasks came to an end. Despite efforts, the Employer was unable to hire a replacement supervisor and so the hours were assigned to the bargaining unit again since 2008.

Should the Employer decide in the future to hire a housekeeping/laundry supervisor, the question of appropriate hours per week allocated to performing duties on the floor which is also bargaining unit work shall be the subject of negotiations between the parties. Failing agreement such negotiations then the issue shall be the proper subject of arbitration (interest or rights).

It is agreed that this letter of understanding shall yield to the extent required by any law or lawful regulatory directive or order in respect of the hours of work of dietary, housekeeping/laundry or nursing department supervisors.

Note: No hours worked by Retirement Home staff as at May 20, 2005 will be taken to fill the Retirement Home Director's time.

**LETTER OF UNDERSTANDING #6**

Between  
**ERRINRUNG THORBURY INC.**

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

---

**HEALTH AND SAFETY**

---

In accordance with the *Occupational Health and Safety Act, R.S.O. 1980*, the Employer and the Union agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.

A joint health and safety committee shall be made up of an equal number of non-bargaining unit and bargaining unit persons (not less than two (2) of each). Minutes of committee meetings shall be kept and a copy shall be sent to both Union and Management.

Employees serving on the committee shall be paid at their regular wage rate for all hours spent in service of the committee either for meeting purposes or for inspection purposes.

**LETTER OF UNDERSTANDING #7**

Between  
**ERRINRUNG THORBURY INC.**

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

---

**INFECTIOUS DISEASES**

---

The Employer shall endeavour to make all employees aware of residents who have infectious diseases to the extent possible within legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with the residents' conditions. All employees are obligated to maintain confidentiality in respect of this information.

Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice routine precautions in all circumstances.

**LETTER OF UNDERSTANDING #8**

Between  
**ERRINRUNG THORBURY INC.**

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

---

**HARASSMENT**

---

The Employer and the Union are committed to providing a harassment free workplace, as per the Employer's Discrimination and Harassment Policy. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably by known to be unwelcome" that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the *Ontario Human Rights Code*. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment is not meant to inhibit free speech or interfere with normal social relations nor is it to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, discipline or any conduct that does not deny the individual dignity and respect.

**LETTER OF UNDERSTANDING #9**

Between  
**ERRINRUNG THORNBURY INC.**

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

---

**RESIDENT ABUSE**

---

The parties agree that residents have a right to live in an environment that is free from physical, verbal, emotional or any other kind of abuse and that the abuse of residents by employees will not be tolerated. The Union agrees to cooperate with the Employer to promote an abuse free environment for all residents.

Where an employee sees or otherwise becomes aware of an action which may appear to be abusive, she has a legal and moral obligation to report that action to her immediate supervisor.

An employee has a right to be free of retribution, or fear of retribution, for bringing concerns forward. Both the Employer and the Union will support employees in bringing forth any good faith allegations of resident abuse. It is also important for an employee to understand that any person who is accused of abuse has a right to answer the allegations, and to explain any action taken.

The Union has an obligation to represent employees accused of alleged abuse. Such representation does not mean that the Union supports abuse. It is understood by the parties that this Letter of

Understanding does not supersede the grievance procedure in the Collective Agreement.

When the employee is faced with abuse by a resident, it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor, or in her absence the Registered Staff who is in charge, who will assess the situation and give further direction. In the event that a cognitive resident continues with the abuse, the staff member shall be given the opportunity to transfer to a different work area or be assigned a different resident. The incident will be documented on the resident care plan with a course of action for staff to follow when providing care to the resident.

This Letter has been issued jointly to emphasize the importance of resident care and trust placed upon the Employer by the community and to ensure that every employee understand the obligations to the residents and the right to protection when making a report in good faith.

**LETTER OF UNDERSTANDING #10**

Between  
**ERRINRUNG THORBURY INC.**

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

---

**PART-TIME MASTER SCHEDULING TRIAL**

---

1. The Parties agree that some changes will be made to the way in which part time HCA/PSW/NA (hereafter PSWs), in the Nursing Home will be scheduled. The schedule for the part timers will be revamped to accommodate a base schedule.
2. The Employer agrees to meet with a Union committee selected by Union. The Committee may consist of three (3) part-time staff, preferably one for each shift of the day and the Steward who may be assisted by a Union Representative. The Committee will review the base schedule drafted by the Employer and make recommendations on it, recognizing that it is the Employer's right to schedule under the Collective Agreement.
3. Once the base schedule is prepared, part timers will be given an opportunity to select a line from the base schedule, based on what is available. The schedule shall be posted for at least a week in order for employees to review the new schedule and prepare for the part-time line selection process. Employees get to choose the part-time master line they wish to work by seniority.

**ERRINRUNG THORNBURY INC.**

**COLLECTIVE AGREEMENT: August 1, 2014 – July 31, 2016**

---

4. The introduction of the base schedule will be no later than eight (8) weeks following ratification or the date of the Arbitration Award.
5. All part-time employees shall submit their availability to work shifts in addition to their base schedule. Such availability shall be submitted at least two (2) weeks in advance of the posted schedule, and shall detail their availability for that schedule period. If a part-time employee fails to submit their availability, their availability shall be deemed to be identical to their immediate preceding availability submission. Employees may not restrict their availability for weekends contrary to the Collective Agreement.
6. When the posted schedule is being prepared and the Employer knows that there are shifts to be worked on that schedule that must be filled, the Employer will assign those shifts to part-time employees in order of seniority based on availability provided above.
7. Where shifts are not filled after the process in point #6, then the Employer will assign those shifts in reverse order of seniority. It is the responsibility of the part-time employee to check the schedule to identify what shifts they are working in addition to their base schedule.
8. Shifts will not be assigned which would lead to overtime or otherwise violate the Collective Agreement. Part timers may be scheduled up to seventy-five (75) hours biweekly under the Letter, but a part timer does not become full time by virtue of hours assigned under this Letter. Part-time employees become full time by successfully posting into a full time vacancy.

9. Once the base schedule is developed, all job posting will include both the hours to be worked and shifts of the position, as these are known at the time of the vacancy. The parties recognize that the base schedule may be subject to change arising from changes in funding, in work routines or in the way work is organized.
  
10. The parties agree to trial this new base schedule for a period of up to one (1) year. It is agreed that should there be any concerns with the process the parties are committed to meeting together to discuss possible resolutions. It is further understood that should the trial period not be deemed to be a success, the parties will discuss a suitable timeline for reverting back to the previous mode of scheduling.
  
11. The implementation of this part-time master schedule trial is, at the time of renewal of this Agreement, on-hold due to staffing challenges. The parties agree to review the possibility of implementation at the local labour management committee meetings, on an ongoing basis until trialing the agreement is feasible.

**LETTERS OF UNDERSTANDING – SIGNING PAGE**

Between  
**ERRINRUNG THORNBURY INC.**

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

---

The parties agree to abide by the ten (10) Letters of Understanding contained herein.

DATED at \_\_\_\_\_, ON, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Signed on behalf of  
**ERRINRUNG THORNBURY INC.**

Per \_\_\_\_\_

Per \_\_\_\_\_

Signed on behalf of  
**HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL 304**

Per \_\_\_\_\_

Per \_\_\_\_\_

**CAMBRIDGE MEMBER CENTRE**

45 Commerce Crt  
Cambridge, ON N3C 4P7  
T: 519-653-3002  
TF: 877-701-2522  
F: 519-653-3004  
cambridge@clac.ca

**CLAC RETIREMENT**

1-800-210-0200

**CLAC BENEFITS**

1-800-463-2522

**CLAC TRAINING**

1-877-701-2522

**CLAC JOBS**

1-877-701-2522

**[clac.ca/myCLAC](http://clac.ca/myCLAC)**