

COLLECTIVE AGREEMENT

Between:

KENSINGTON VILLAGE
(hereinafter called the “Employer”)

OF THE FIRST PART

-and-

UNIFOR and its LOCAL 302
(hereinafter called the “Union”)

OF THE SECOND PART

EXPIRY DATE: APRIL 30, 2020

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PREAMBLE

Whereas the Union by certificate dated March 29, 2001 is the certified bargaining agent of all employees, including students employed during the summer vacation period, of Kensington Village at London, save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, and office and clerical staff.

Part-time Definition

For the purposes of this collective agreement a part time employee is an employee who is regularly employed for not more than twenty-four (24) hours per week and includes students employed during the school vacation period.

ARTICLE 1 - PURPOSE

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

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this agreement and undertakes that it will not enter into any other agreement with employees either individually or collectively which will conflict with any of the provisions of this agreement.
- 2.02 The term spouse or partner as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.
- 2.03 It is agreed that the word "employee" or "employees" whenever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined and where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun, and vice-versa, where the context so requires.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of management to:

- a) Plan, direct and control the operation of the Home, in accordance with its obligations, to introduce new therapeutic methods, and equipment, and to decide the location of equipment.
- b) Determine the amount of supervision, and the number of employees, to establish the standards of performance of all employees, to combine or split departments, and to decide the increase or decrease of staff.
- c) To maintain order, discipline and efficiency, and to make and enforce reasonable rules to be observed by its employees, provided that they are not inconsistent with the provisions of this Agreement. Further it is agreed that when making any new rules, regulations or altering past practices the Employer will inform the Union Committee in ample time to enable the Union to make representation if any, thereon.
- d) To select, hire, classify, transfer, promote, demote, layoff, recall, suspend and discharge employees for just cause, provided that a claim that an employee that has been disciplined or discharged unjustly may be the subject of a grievance, and dealt with in accordance with the Grievance Procedure.

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

- a) When a workload issue is identified, the employee(s) shall discuss the issue with the Employer to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, the employee(s) shall seek assistance from an individual(s) identified by the Employer who has responsibility for the management of workload issues in a timely manner.

- b) The Employer agrees to discuss the topics of workload and working short at labour management meetings during the currency of this agreement. Either party may bring such information or data as it wishes to the meeting.

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

**ARTICLE 4 - UNION SECURITY INCLUDING WORK OF THE BARGAINING UNIT
AND CONTRACTING OUT**

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

It is mutually agreed that arrangements will be made for a Union representative to interview each newly hired employee once during the first thirty (30) days of her employment for the purpose of informing such employee of the existence of the Union in the facility. The Employer shall advise the Union monthly as to the names of the persons to be interviewed. The interview will not exceed fifteen (15) minutes.

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

Unifor Local 302
125 Elm Street
London, Ontario N5Z 2K4
Attention: Rusty Sproul

or such other address as directed by the Local Union in writing.

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

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

- 4.04 New employees shall have deductions for Union dues made from the first pay of the month following three (3) weeks employment.
- 4.05 T-4 slips issued annually to employees shall show deductions made for Union dues.

- 4.06 The Employer will provide to the Union Chairperson on a monthly basis a listing of the names, addresses and classifications of all new hires, the names of employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer, and Weekly Indemnity.

Furthermore, the Employer will provide once annually a list of employees who are members of the bargaining unit and their addresses at the time it is requested, to the National Union.

- 4.07 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 casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.
- 4.08 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit, which shall directly cause or result in the lay off or reduction in hours of work of an employee in the bargaining unit.
- 4.09 So long as a full time position exists there will be no splitting of that position into two or more part time positions without the agreement of the Union. Such agreement is not to be unreasonably withheld.

ARTICLE 5 – NO DISCRIMINATION

5.01 No Discrimination

The Employer and the Union agree that there will be no discrimination, harassment, interference, restriction or coercion exercised or practised by the Employer or by the Union or by any of their representatives with respect to any employees by reason of race, creed, colour, age, sex, marital status, national origin, political or religious affiliation, disability, sexual orientation or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario , nor by reason of his Union membership or activity, or non-membership or non-activity in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

5.02 Joint Commitment on Harassment

The Employer and Unifor are committed to providing a positive environment for staff. The Employer, the Union and the employees recognize their obligations under Bill 168. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

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

5.03 **Resident Abuse will not be Tolerated**

The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the Union Committee person will be advised not later than the next business day.

All investigations will be completed as quickly as possible. When an investigation exceeds ten (10) days an explanation of the delay will be provided to the Unit Chair or Designate. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

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

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

7.01 The Union shall elect or otherwise select up to five (5) members of the bargaining units, who shall function as the Union Committee. One (1) of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer from time to time with an update on the current Union Committee representatives. At least one (1) representative shall be selected from the part time bargaining unit.

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

Where a Home is participating in a Master Bargaining Process, and a Union Committee Person is attending a bargaining session with the Employer on Master issues, on a day that

would otherwise be a scheduled day off, the Employer agrees to provide such employee with an alternative day off with pay, or, in the alternative pay for the scheduled day(s) so spent in negotiating meetings with the Employer.

7.02 The Union Committee shall have the right at any time to have the assistance of a Union Representative in all labour-management relations. Such Representative shall have access to the Home premises to discharge such duties as a representative of the Union, provided that reasonable advance notice is given to the Administrator, or designate.

7.03 The Union recognizes that the Union Committee members and stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union-Management business will be consumed by such persons during working hours. Committee members are required to obtain permission from the supervisor before leaving the work area and such permission will not be unreasonably withheld.

Members of the Union Committee shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purpose of clarity, cover meetings with a Grievance Settlement Officer appointed under the *Labour Relations Act*, with representatives of the Employer, whether on or outside the Employer's premises, for which permission has been granted.

Each member of the Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer before and after, but not during, the Conciliation process.

7.04 The Union shall not engage in Union activities during working hours, or hold meetings at any time on the premises of the Employer without permission of the management of Kensington Village.

7.05 The Union Chairperson will be assigned to the day shift unless mutually agreed otherwise by the parties. If the Chairperson is not working on the day shift she will exchange her shift with the least senior employee on the day shift in her classification. At the end of her tenure as Union Chairperson the employees will revert back to their original shift, or the position of their last successful posting. The Employer shall retain the Union Chairperson at work during any layoffs or cutbacks in employment during their terms of office.

7.06 **Union/Management Committee**

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

An equal number of representatives of each party shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior

to the date proposed and accompanied by an agenda of matters proposed to be discussed. A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless agreed.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below:

8.02 Complaint

Any employee having a complaint shall first take the matter up with her Supervisor when the employee became aware of the issue giving rise to the complaint. The Supervisor shall give a decision within seventy-two (72) hours of such discussion. If the Supervisor's decision is not satisfactory to the employee, the employee may refer the complaint to the Union Committee.

Step 1

The Union Committee will then submit the grievance in writing to the Administrator, or designate within five (5) calendar days of the response. The Administrator shall respond to the grievance in writing to the Union Committee within five (5) calendar days of receipt.

Step 2

If the response is not satisfactory to the Union Committee, the parties shall arrange a meeting within five (5) calendar days of receipt of the Employer's response to discuss the grievance. The meeting shall be attended by the Union Committee and representatives of the Employer. The Employer's response shall be in writing within five (5) calendar days of the meeting. If the Union Committee is not satisfied with the response it may refer the grievance to arbitration as provided below within ten (10) calendar days of the receipt of the Employer's response. The Union Chairperson will be provided with a reasonable time in advance of any Step 2 grievance meeting in order that he/she may prepare for such meeting.

8.03 Group and Policy Grievances

The grievance procedure outlined in this Article shall apply equally to a grievance lodged by a group of employees, or to a policy grievance. Such grievances shall be filed in writing at Step 1 within ten (10) calendar days of becoming aware of the issue giving rise to the complaint.

It is understood that the Employer may file a Policy grievance with the Union under this clause.

8.04 **Discharge Grievance**

A claim by an employee that she has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is filed by the employee within five (5) calendar days after the employee has received notice of discharge or suspension in writing from the Employer. Such special grievance shall be taken up at Step 2 of the grievance procedure.

It is agreed that the Union Chairperson will be notified immediately upon the dismissal or suspension of any employee within the bargaining unit.

8.05 **Benefit Grievance Resolution**

Any grievance arising from the interpretation, application and/or administration of the health and welfare shall be resolved as follows:

- (a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing the grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance may be referred by either party to a single arbitrator, within ten (10) calendar days, to be selected alternately from the list of arbitrators hereinafter provided.
- (d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrator for this process shall be Wes Rayner.
- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.

- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) It is the responsibility of the Employer to obtain insurance, which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or a right of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party a grievance raises an issue, which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties the grievance shall be transferred to the ordinary grievance/arbitration process.

8.06 Time limits fixed in the grievance procedure may be extended only by mutual consent of the parties.

8.07 Right to have a Steward/Union Committee Member Present

An employee subject to formal disciplinary action which is to be recorded in the employee's personnel file shall have a Union Committee Member present at the time such discipline is given. The employee, and the Union Committee member shall be informed in advance that the meeting is to be disciplinary in nature, and the a Committee member can be involved.

8.08 Clearing of the Record

Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once twelve (12) months have elapsed since the date of the last formal disciplinary action on the file.

Formal disciplinary action, in this context, is any disciplinary action which is reduced in writing and given to the employee.

Such records will not be removed where the disciplinary action arises from an interaction with residents or family members, until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

The Employer agrees that no employee will be discharged, disciplined or otherwise discriminated against for advocating in the interests of the home's residents, or for reporting or publicizing any alleged deficiencies in resident care and quality standards. It is understood that an employee should first bring such deficiencies to the Employer's attention through their immediate Supervisor, labour-Management Committee or other workplace forums, and allow the Employer a reasonable opportunity to remedy any problems.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods related to the discipline of resident abuse only.

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

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

8.10 **Mediation Language**

Either party, with the agreement of the other party, may submit a grievance to Mediation at any time within 10 days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration.

Grievance mediation will commence within 21 days of the grievance being submitted to Mediation or longer as agreed by the parties.

No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

The parties shall agree on a mediator.

Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, and no record of the proceedings shall be made. Prior to proceeding to the Mediation process the parties will notify one another of their intention to use legal counsel.

If possible, an agreed statement of the facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation conference.

The Mediator will have the authority to meet separately with either party.

If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the

Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration. The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 9 - ARBITRATION

9.01 The parties shall use a single arbitrator to decide unresolved grievances between them selected from the list below:

| | |
|----------------|----------------|
| Wes Rayner | Laura Trachuk |
| Randy Levinson | David Starkman |
| Ted Crijenca | Jules Bloch |

The parties may add to the list by mutual agreement.

9.02 The cost of the arbitrator shall be shared equally by the Employer and the Union.

9.03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.

9.04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.

9.05 Time limits fixed in the arbitration procedure may be extended only by mutual consent of the parties.

ARTICLE 10 – HEALTH AND SAFETY

10.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home in order to prevent injury and illness.

10.02 A Joint Health and Safety Committee shall be continued and/or established with at least 50% of its membership representative of the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions.

10.03 The Committee will assist wherever possible in the promotion of safety work practices, identify and communicate to employees and the Employer potential hazards, and recommended methods of improving accident prevention programs.

- 10.04 The Committee shall meet at least bi-monthly, and more frequently as the need arises. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be provided to the Employer and the Union.
- 10.05 One or more Committee appointed representative(s) shall make monthly inspections of the workplace and equipment and shall report to the Joint Health and Safety Committee the results of their inspection.
- 10.06 In the event of serious or potentially serious injury, a Committee-appointed representative shall be notified as soon as possible and shall investigate and report as soon as possible to the Committee and Employer on the nature and causes of the accident and recommend corrective action.
- 10.07 Furthermore, Committee representatives must be notified of an inspection by a Ministry of Labour inspector and shall have the right to accompany him on his inspection.
- 10.08 Scheduled time spent in all such activities shall be considered as time worked.
- 10.09 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Workers' Compensation Board may decide to disclose.
- 10.10 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 10.11 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- 10.12 The parties agree that if incidents involving aggressive client actions occur, such actions will be recorded and reviewed by the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.
- 10.13 (a) **National Day of Mourning**
- Each year, On April 28 at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.

(b) **Take Back the Night**

Each year on December 6 at 11:00 a.m., one minute of silence will be observed in memory of the women killed in the Montreal massacre.

10.14 **Protective Clothing and Equipment**

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

10.15 **Safe Operation of Machinery**

The Employer and the Committee will ensure that all equipment meets the standards of the *Occupational Health and Safety Act* (O Reg 67/93) and that workers using such equipment are properly trained in its use as required by the Act.

10.16 **Employment of Disabled Workers**

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

10.17 **Injured Workers Provision**

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

10.18 **Access to Committee**

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

ARTICLE 11 – SENIORITY INCLUDING PROBATIONARY PERIOD

11.01 Seniority is defined as the length of continuous service from the date the employee was last hired by the Employer.

An employee will be considered on probation until after he/she has completed four hundred and fifty (450) hours worked or twelve (12) months, whichever occurs first. Hours must be worked in order to pass probation.

Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the employee was hired by the Employer.

The Employer agrees that probationary employees will receive an evaluation at approximately the mid-point of their probationary period, unless the employee's performance is such that an earlier intervention is required.

11.02 The Employer will post an annual seniority list, including names, seniority and dates of hire, and supply the Chairperson of the Union Committee with a copy, as well as forwarding a copy to the Local Union office. The list will be compiled after January 1st and shall be posted by February 1st of each year.

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

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

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

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

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

- a) Voluntarily resigns, or is retired in accordance with the Employer's Retirement Policy, unless such policy is contrary to Ontario Law;

- b) Discharge for cause not reversed throughout the grievance arbitration procedure;
- c) An employee fails to notify the Employer of her intention to return to work within seven (7) calendar days following a recall from layoff and after being notified by registered mail or telephone to do so
- d) An employee fails to return to work on the date mutually agreed upon in sub-article (c) above without sufficient cause;
- e) An employee is absent from work for three (3) working days without sufficient cause;
- f) An employee overstays a permitted leave of absence unless extended by mutual consent;
- g) Is absent from work due to illness or physical disability which absence continues more than twelve (12) months in the case of employees with less than two (2) years seniority and thirty (30) months in the case of employees with more than two (2) years seniority.
- h) Is absent from work by reason of an injury which occurred while at work for the Employer and receiving Workers' Compensation for more than thirty (30) months from the date of the original injury.
- i) An employee has been laid off continuously for thirty-six (36) months.

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

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

ARTICLE 12 – LAYOFF AND RECALL

12.01 Short Term Layoff

In the event of short term layoffs (a layoff of less than thirteen (13) weeks) the Employer will determine the shift(s) and classification(s) in which the layoffs will occur. The parties can agree to alternative methods of reduction of hours if time permits.

12.02 General Provisions Related to Layoffs

For purposes of layoff the seniority lists will be merged. It is understood and agreed that if a part time employee bumps a full time employee as part of the layoff procedure the part time employee is accepting the full time position only. Similarly, if a full time employee bumps a part time employee as part of the layoff procedure the full time employee is accepting the part time position only. Note that the matter of benefits coverage will be determined by the status into which the employee bumps.

12.03 Long Term Layoffs

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

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

- If her service is greater than 9 years – 9 weeks' notice
- If her service is greater than 10 years – 10 weeks' notice
- If her service is greater than 11 years – 11 weeks' notice
- If her service is greater than 12 years – 12 weeks' notice

12.05 Layoff Procedure

- (a) In the event of layoff seniority lists will be merged.
- (b) The Employer will determine the shift(s) and classification(s) in which the layoffs will occur. An employee who is subject to layoff shall have the right to either:
 - i) accept the layoff; or
 - ii) displace an employee who has less bargaining unit seniority provided she has the qualifications and can perform the duties in question without training other than orientation.
 - iii) An employee who is displaced as a result of the operation of (ii) may accept the layoff or displace a less senior employee provided she has the qualifications and can perform the duties in question without training other than orientation. Such employee so displaced shall be laid off.
 - iv) The decision of the employee to choose (i) or (ii) above shall be made in writing to the Administrator within three (3) business days following

notification of layoff or advice that the employee is to be bumped. Employees failing to do so will be deemed to have accepted the layoff.

12.06 Employees on layoff may apply for any posted position; however the job posting procedures will apply unless otherwise noted.

12.07 **Recall Rights**

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and can perform the duties in question without training other than orientation.
- (b) Employees on layoff have the right of recall to their former position, and this supersedes the posting provisions of the collective agreement.
- (c) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within thirty-six (36) months of the date of her layoff.
- (d) No new permanent employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (e) 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) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified unless a satisfactory reason is given. The employee is solely responsible for her proper address being on record with the Employer.
- (f) Employees on layoff, or notice of layoff, have a right to consideration for temporary vacancies expected to exceed fourteen (14) days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (g) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months. Employees on recall are responsible for the maintenance of any skills and/or license to practice required for them to return to work.
- (h) In cases of a layoff and recall seniority shall apply provided the employees concerned can perform the normal requirements of the job.

- (i) Recall shall be in reverse order to layoff and all employees on layoff must be given the opportunity of recall before any additional new help is hired.

12.08 Benefits on Layoff

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

12.09 Grievances concerning layoffs shall be initiated at the final step of the grievance procedure.

ARTICLE 13 – JOB POSTING

13.01 When a vacancy occurs in any position or new job is created coming within the scope of this agreement, a notice will be posted within three (3) days of the position becoming vacant which will enable employees of the Employer to apply for the position, and shall remain posted for seven (7) calendar days. During such period the Employer may temporarily assign an employee to fill the vacancy. Copies of all job postings to be given to the Union Chairperson. The Employer agrees to inform the Union of any changes to the credentials for the position. Permanent vacancies should be posted before the incumbent leaves the position to avoid long periods of time with on one in a position.

13.02 Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications and ability to perform the normal requirements of the job consistent with proper resident care. For the purposes of the job posting clause, seniority for both full time and part time applicants shall be based on their hire date with no reference to the formula set out in Article 11.03. An employee who is applying for a posting in another classification maybe the successful applicant provided any certification required is achieved before the start date of the posted position.

13.03 In the event the successful applicant within forty-five (45) working days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory to the Employer or requests a return to her former position, she shall be returned to her former position without loss of seniority.

13.04 Job postings will indicate the posting number (e.g. the initial work location of this posting is on the ____ floor. This work location may be transferred to another area as required by the Employer. Presently _____ (shift and time)) and a start date.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 (a) An employee desiring leave of absence of less than seven (7) working days shall make application in writing to her Supervisor as far in advance of the leave as possible. The Employer will respond to such requests in writing in a timely manner, considering the timing of the response.
- (b) Leave of absence for personal leave reasons for a length of time in excess of seven (7) working days may be granted at the discretion of management, provided that it does not disrupt the efficient running of the Home.

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

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

14.02 Compassionate Leave

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

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

It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral or equivalent service is not attended, the paid leave shall be limited to two (2) consecutive days.

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

An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payments for holiday.

An employee can apply to use a paid bereavement day to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an internment or equivalent service.

When an employee is eligible for Bereavement Leave while on vacation, she shall be entitled to such Bereavement Leave as set out above. The vacation days so replaced shall be extended or rescheduled as mutually agreed.

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

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

14.03 **Pregnancy and Parental Leave**

Preamble

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

Pregnancy Leave

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

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this article upon giving the Employer two (2)

weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

- (d) An employee who does not apply for leave of absence under Article (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (e) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.
- (f) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (g) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, re-instate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall re-instate the employee in accordance with the provisions of Article (f).
- (h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (i) An employee on maternity leave who is in receipt of Employment Insurance maternity leave benefits shall be paid a supplemental Employment Insurance benefit. The service requirement for eligibility for pregnancy leave SUB benefits shall be ten (10) months of continuous service before the expected date of birth.

That benefit will be the equivalent to the difference between sixty six and two thirds percent (66 2/3%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 66 2/3% of the employee's normal weekly earnings.

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

Vested Interest - Employees do not have a right to SUB payments except for supplemental of E.I. benefits during the unemployment period as specified in the plan.

The employee shall endeavor to provide proof of E.I. benefits within two (2) weeks of the receipt of the employees E.I. benefit.

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

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

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the *Employment Insurance Act*.

- (j) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Parental Leave of this Agreement. The employee shall give the Employer at least two (2) weeks' notice; in writing that she intends to take parental leave.

14.04 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave,

parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration and shall, in all cases, be completed within thirty-five (35) weeks of its commencement.

- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
- (e) For the purposes of Parental Leave under Article 14.04 “Parental Leave”, the provisions under Pregnancy Leave Article 14.03 (a), (e), (f), (g), and (h) shall also apply.

14.05 Union Leave Of Absence

Upon receipt of written notice from the Union as far in advance as possible, the Employer will grant a leave of absence without loss of seniority or service to attend Union conventions, conferences or to attend to Union business to a maximum of forty (40) working days in any one calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include PEL absences or absences to attend other Union educational programs, which shall be limited to a total of forty (40) working days. The limit does not apply to the Union Chairperson.

Where an employee is on approved union leave the employer will continue to pay all wages and benefits. The employer will then submit a detailed invoice for such wages and benefits paid to the affected employee and any other employee costs associated with those wages to the Local Union office for reimbursement.

NHRIPP

In addition to any limits in the collective agreement, where a bargaining unit member is a representative on the NHRIPP Board, she shall be entitled up to an additional thirty-six (36) days of unpaid leave per calendar year.

14.06 Education Leave

Where the employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the full costs associated with the courses. If required by the Employer, an employee shall be entitled to leave of absence with pay, and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

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

Mandatory Education and In-Services

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

14.07 Jury/Witness Duty

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

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

An employee can opt not to submit the pay for jury and witness duty and not receive lost earnings.

14.08 Effect of Absence

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

The Employer will continue, as if an employee were at work, benefits as herein provided, relating to sick leave, vacations, seniority and service, and health and welfare programs, as set out below and subject to Article 23.01(b):

- (a) On sick leave, until accumulated sick leave credits have been paid in full or for six (6) months, whichever is greater.
- (b) Receiving Workplace Safety and Insurance Benefits for a period not to exceed twenty four (24) months, for purposes of sick leave, seniority, service and health and welfare programs.

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

During such leave exceeding thirty (30) calendar days, previous accumulated service will be preserved.

- (e) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds thirty (30) calendar days.
- (f) Notwithstanding this provision, seniority, and service shall accrue during Pregnancy/Parental Leave or for a period of twenty-four (24) months if an employee's absence is due to injury within the facility resulting in Workers Safety and Insurance benefits. During such twenty-four (24) month period, the Employer shall continue its share of health and welfare premiums, provided the employee remits her share.
- (g) **Benefits on Layoff**

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

14.09 **Family Leave**

An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act.

An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the plan and matched by the employee), in which the employee is participating during the leave.

Subject to changes in an employee's status which would have occurred had she have been on Family Medical Leave the employee shall be reinstated to her former position.

14.10 **Military Leave**

An employee will be granted unpaid Military Leave in accordance with the Employment Standards Act, in addition unpaid leaves may be granted for the purpose of fulfilling their military training. The employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received. Seniority will continue to accrue on such leaves and service will accrue in accordance with the effect of absence provisions within the collective agreement.

ARTICLE 15 – VACATIONS

15.01 (a) Each full-time employee shall be granted annual vacation as follows.

Service of up to one (1) year As per *Employment Standards Act*

| | | |
|---|---|-----------------|
| One (1) year but less than (3) years' service | Ten (10) working days with pay | Two (2) weeks |
| Three (3) years but less than eight (8) years' service | Fifteen (15) working days with pay (3 work weeks) | Three (3) weeks |
| Eight (8) years but less than fifteen (15) years' service | Twenty (20) working days with pay (4 work weeks) | Four (4) weeks |
| Fifteen (15) years but less than twenty-two (22) years' service | Twenty-five (25) working days with pay | Five (5) weeks |
| Twenty-two (22) years or more of service | Thirty (30) working days with pay | Six (6) weeks |
| Twenty-eight (28) years or more of service | Thirty-five working days with pay | Seven (7) weeks |

The vacation year shall commence May 1st and end April 30th of the following year.

- 15.01 (b) The above schedule shall also apply to part time employees it being understood that for the purpose of calculating vacation entitlement for part-time employees, they shall be paid vacation pay allowance comparable to the full-time bargaining unit employees, but based on the formula one (1) week vacation time equals two percent (2%) of gross earnings.

The vacation year shall commence May 1st and end April 30th of the following year. It is understood 1800 hours equals one year of service.

- 15.02 In order to receive vacation pay in advance of vacation time, an employee shall make a request in writing to his/her Supervisor not less than three (3) weeks in advance of the date her vacation is to commence. Such advance shall cover only the vacation period being taken.
- 15.03 The Employer will assign prime time vacation in accordance with an employee's seniority. The Employer will assign non-prime time vacation based on a first come first served basis. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the facility.
- 15.04 An employee who leaves the employ of the Employer for whatever reason shall be paid the vacation allowance as provided herein.
- 15.05 Where a full time employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an inpatient in a Hospital, or confined to home under the care of a medical doctor, the period of such hospitalization or confinement shall be considered sick leave provided the employee provides satisfactory documentation of the illness and hospitalization.

The portion of the full time employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.

- 15.06 Full time employees with three (3) or four (4) weeks of vacation entitlement will have the option of splitting one (1) week of vacation into individual days. Full time employees with five (5) weeks or more will have the option of splitting two (2) weeks of vacation into individual days. The second week of individual days will not take a priority over blocks of vacation time.
- 15.07 The Employer will consider requests for vacation time off over Christmas/New Year's period in the event of an emergency.
- Notwithstanding the above, the Employer will if possible, based on operational requirements grant vacation for the period January 4th to 15th.
- 15.08 Part time employees may take vacation pay in full week increments without taking time off subject to proper documentation and approval. Such approval shall not be unreasonably

withheld. The Employer will pay out any unused vacation money at the end of the vacation year for both full and part time employees.

- 15.09 a) There will be three (3) full time and two (2) part time PSW/HCA's in the Nursing Home allowed off during the summer period. This number does not include staff on an approved lieu day or leave of absence. Management agrees to hold a Union/Management meeting in early March to discuss amending the quotas each year.
- b) Vacation blocks will be defined as two (2) consecutive vacation weeks taken at one time.

ARTICLE 16 – PAID HOLIDAYS

- 16.01 a) The Home recognizes the following paid holidays:

| | |
|--------------------------|------------------------|
| New Year's Day | Labour Day |
| Third Monday in February | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Two (2) Float Holidays |
| Civic Holiday | |

It is recognized that the Home's obligation is to recognize twelve (12) holidays only. Should any holidays be proclaimed by any level of government empowered to do so, such holiday would replace one of the designated in the Collective Agreement.

- b) An employee shall not be paid for any recognized holiday if she does not work on such a holiday if scheduled to do so except where absence is due to illness or injury.
- 16.02 In order to qualify for a paid holiday, a full-time employee must work the full scheduled shift preceding and immediately following the statutory holiday, unless the employee is absent on one of the aforementioned days due to illness or injury, or an approved leave of absence. Employees absent due to illness or injury may be required to submit a certificate from a medical practitioner.
 - 16.03 In the case of absence due to illness, injury, or approved leave of absence, full time employees shall be paid the first such holiday falling within one (1) month period from the commencement of such absence.
 - 16.04 Employees who work on a paid holiday will receive time and one-half their regular straight time hourly rate of pay for all hours worked on such holiday. In addition full-time employees will receive holiday pay. The employee may elect to have a lieu day off at their regular rate of pay within thirty (30) days preceding or sixty (60) days succeeding the holiday, at a time which is mutually agreeable.

- 16.05 If one of the paid holidays occurs during a full-time employee's vacation or on an employee's regular day off, the employee will be credited with an additional day off with pay which may be added to her vacation to be taken in accordance with Article 16.04 or may elect to receive an additional day's pay in lieu of time off.
- 16.06 For clarification a paid holiday will commence at 10:00 p.m. or 11:00 p.m. on the night preceding the holiday, and end at 9:59 p.m. or 10:59 p.m. on the holiday.
- 16.07 Employees shall have the choice of Christmas Day or New Year's Day off. The selection and scheduling of such will take place before December of each year. Regular schedules shall be suspended from approximately December 15th to January 15th as needed to accommodate holiday time off.

Employees will self-schedule over the Christmas and New Years' time block.

ARTICLE 17 – HOURS OF WORK AND SCHEDULING

- 17.01 The normal work day shall consist of seven and one-half (7-1/2) hours exclusive of a half-hour (1/2) lunch break. Nothing in this article shall be understood to constitute a guarantee of any hours of work as set out herein.
- 17.02 The regular full-time work period will consist of seventy-five (75) hours, which may be averaged over a two (2) week period. It is understood that employees may be required to work up to and including five (5) consecutive days.
- 17.03 Each eight (8) hour shift will include two (2) fifteen (15) minute paid rest periods, which may be taken as one (1) thirty (30) minute coffee break if mutually agreed.
- 17.04 If an employee is called-back to work after completing a regular shift of work, within the next 8 hour shift, after leaving the Home premises the employee shall be guaranteed a minimum of two and one-half (2-1/2) hours' pay at one and one-half (1-1/2) the regular rate of pay for each such call-back.
- 17.05 In the event employees of their own accord wish to change shifts with one another, such a change requires the approval in writing of the Employer. The Employer shall not be responsible or liable for premium rate claims that might arise or accrue as a result of the exchange of shifts.
- 17.06 When an employee reports for work at her assigned starting time without being notified two (2) hours in advance by the Home not to report to work at said time, then the employee shall receive work or pay in lieu of work, for four (4) hours during that day.
- 17.07 Those employees working the 11-7 shift when the change from Daylight Saving to Standard time, or vice-versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

- 17.08 There shall normally be a minimum of twelve (12) hours off between scheduled shifts of work.
- 17.09 The Employer will endeavour to schedule casual part time staff one weekend off in every three (3) weekends, and in doing so the Employer will attempt to schedule permanent part time employees to more shifts Monday through Friday.
- 17.10 Four (4) week schedules will be posted at least two (2) weeks in advance. Where the Employer intends to amend a posted schedule, it shall inform the affected employees in advance of such change to the schedule, and as soon as reasonably possible.
- 17.11 The Employer will not split shifts absent agreement of the employee and the Union. Such agreement will not be unreasonably withheld.
- 17.12 If an employee works a shift of at least three and three quarter (3¾) hours she shall be entitled to a paid break of fifteen (15) minutes.
- 17.13 It is understood that casual part time employees will not be given the opportunity to be pre-scheduled for more hours than regular (permanent) part time employees, unless they have successfully posted into a temporary position that gives them a guarantee of more scheduled hours.

ARTICLE 18 – PREMIUM PAYMENT

- 18.01 Overtime shall be paid for all hours worked over seven and one-half (7 1/2) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1 1/2) the employee's regular rate of pay.
- 18.02 Employees shall not be required to take time off in lieu of overtime pay, unless by mutual arrangement between the Employer and employee(s).
- 18.03 There shall be no pyramiding of overtime or any premium rates in any circumstances.
- 18.04 Full time employees qualify for a shift premium of thirty-five (35) cents per hour worked when working a shift other than their normal shift.
- 18.05 **Weekend Premium**

All employees qualify for a weekend premium of twenty-five cents (.25¢) for hours worked in the 48 hour period from the end of the evening shift Friday to the end of the evening shift Sunday.

Effective May 1, 2017 the weekend premium will increase to thirty (30) cents.

Effective May 1, 2018 the weekend premium will increase to thirty-five (35) cents

ARTICLE 19 – ALLOWANCES

19.01 Responsibility Allowance

Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

Effective May 1, 2017, where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of eight dollars and fifty cents (\$8.50) for each shift from the time of the assignment.

19.02 Uniform Allowance

Where uniforms are required by the Employer, the Employer agrees to pay a Uniform Allowance of ten dollars (\$10.00) for the full-time employees per month and five dollars (\$5.00) for part-time employees per month. This allowance to be paid twice yearly on the pay period closest to July 15 and January 15 of each year.

19.03 Call-In

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

Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

Where the call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

19.04 Where an employee is temporarily assigned to perform the duties of a higher paying classification in the bargaining unit for a period in excess of one half of a shift, or where she is the successful applicant in a job posting she shall be paid at the rate in the higher classification that provides her with an increase. If the employee has prior service in that classification arising from occupying the position on a "permanent" basis in the past, she shall be placed on the grid at the step, which recognizes her previous service.

Where an employee is temporarily assigned to perform the duties of a lower paying classification for a period in excess of one half of a shift she shall retain her current rate of pay.

Where an employee posts into a lower paying classification she shall be placed on the grid of the lower paying classification at the pay level consistent with her pay level in the classification she is leaving.

Where a Cook works as a Dietary Aide she shall be paid the Dietary Aide wage rate corresponding vertically to her Cook Rate (e.g. Cook at 2 year level will be paid as Dietary

Aide at the 2 year level). This right is only available when there are no Dietary Aides available to work the shift at straight time.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

20.01 The Employer shall pay the following for full time employees only, with the exception of (a) which will be paid on behalf of all employees:

- (a) The Employer will agree to pay 100% of the single OHIP premium (basic) for all employees who enrol in the group. The Employer will pay 100% of the family basis premium for any employee claiming the dependants covered by the OHIP coverage.
- (b) An extended health care plan will be available to employees in the Home and the Employer shall pay 100% of the billed rate of a 10/20 deductible plan. In addition, within the extended health care plan there shall be provision for eye glasses to a maximum of \$250 per person in each consecutive two (2) year period and hearing aides prescribed by an Ortholargyologist to a maximum of \$400.00 every five (5) years.

Note: Eye exams covered as per benefits brochure.

Implement a drug card with a maximum dispensing fee of \$7.00.

Effective May 1, 2017 reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless the employee's doctor stipulates in writing that there are medical reasons why the lowest cost interchangeable drug cannot be prescribed.

- (c) One hundred percent (100%) of the billed rate of a Group Life Insurance Plan with a value of \$30,000 term life per full-time employee.

(d) **Dental Plan**

Eligible employees who have so elected shall be entitled to participate in a Group Dental Plan (equivalent to Blue Cross Plan #9) based on the current ODA fee schedule.

The Employer shall contribute fifty percent (50%) of the billed premium on behalf of eligible, participating employees under the Plan in the employment of the Employer. The plan includes 80/20 coinsurance.

This provision is to be effective the first month following satisfaction of enrolment requirements and subject to requirements of the carrier

- (e) The carrier for all health and welfare plans shall be selected by the Employer and the Employer will provide full specifications, terms, rates and conditions of such insurance plans to the Union.

20.02 Part-Time Benefits Allowance

In lieu of coverage for health and welfare, sick time and paid holidays, part-time employees shall receive a benefits allowance in addition to their wages as follows:

Ten percent (10%) of wages. Note: no pension clawback.

- 20.03 The parties agree to follow the current benefit booklets or collective agreement regarding benefits, and at age 70 workers previously entitled to benefits will receive in lieu as per the contract.

- 20.04 The Employer will continue their share of benefits premiums for employees on WSIB for a period of twenty-four (24) months provided employees continue to pay their share of the benefits, where applicable.

20.05 Benefit Late Enrolment

An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article shall be entitled to enroll in the benefits under any one of the following conditions without the late enrolment restrictions set out elsewhere in this collective agreement or in the benefit plan under any one of the following circumstances:

- i) A life changing event such as divorce (where the settlement does not provide for spousal coverage), or death of a spouse;
- ii) When an employee transfers from a part time classification to a full time classification and has passed the trial period as set out in this agreement

provided they apply for such coverage within thirty-one (31) days of the life changing event or of the date they are confirmed in their full time position after completing the Trial Period.

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

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

20.06 The Employer will be responsible for orientation of new employees and during such orientation will provide new employees entitled to benefits the details of these benefits.

ARTICLE 21 – SICK LEAVE

21.01 Pay for sick leave is for the sole and only purpose of protecting the employees against the loss of income and will be granted to all full-time employees on the following basis:

- (a) Implementation of a weekly indemnity plan to provide coverage on the first (1st) day of hospitalization or accident (including admittance as a day patient) or the eight (8th) calendar day of illness. Coverage to continue for seventeen (17) weeks at sixty-six and two-thirds percent (66-2/3%) of salary. Employer shall pay 100% of premium (excluding employees under pro-rata benefits).
- (b) New employees full time employees (including those that transfer from part time) who have completed three (3) calendar months shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of a month to a maximum of seven (7) days. Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.
- (c) Weekly indemnity plan for new employees to be effective on completion of three (3) calendar months.
- (d) Absence for injury or illness compensable under the provisions of the *Workers' Safety and Insurance Act* shall not be charged against the accumulated sick leave credits.
- (e) Any employee absenting herself on account of personal illness must notify the Employer on the first day of illness at least one (1) hour prior to the beginning of the employee's scheduled starting time if on the day shift; and four (4) hours if on the afternoon shift or evening shifts except in case of emergency. Failure to give

adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

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

A doctor's certificate will not be requested by the Employer unless it is deemed reasonable i.e. patterns of illness, culpable absenteeism. The Employer may request a doctor's certificate in cases where the Employer has identified with the employee and the Union as a culpable absenteeism problem.

- (g) Prior to January 16th, the Employer will post a list of the number of sick days staff have carried over into the next year.

ARTICLE 22 – PENSION PLAN

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

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

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

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

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

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

22.02 Each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

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

- 22.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

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

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

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

For further specificity, the items required for each eligible employee by article .05 of the Agreement are:

(i) **To be Provided Once only at Plan Commencement**

Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for purposes of calculating past service credit).

(ii) **To be Provided with each Remittance**

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

(iii) **To be Provided Once, and if Status Changes**

Address as provided to the Home
Termination date when applicable

(iv) **To be Provided Once if they are Readily Available**

Gender
Marital Status

22.06 Where legislation or the plan prohibits an employee from contributing to the pension plan or alternative pension vehicle because of age, the contributions the Employer would otherwise have made will be added to the employee's wage.

ARTICLE 23 – WORKPLACE SAFETY AND INSURANCE BOARD

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

- a) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workplace Safety and Insurance.
- b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workplace Safety and Insurance shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

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

- 23.03 In the case of an absence due to a compensable accident, the Employer will post notice of the vacancy in accordance with the job posting procedure of this Agreement.
- 23.04 The injured employee shall have a period of thirty (30) months from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 11 and within which she shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
- 23.05 (a) If an employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shifts, if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.
- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.S.I.B. claim but prior to thirty (30) months mentioned in Article 23.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 11. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)
- 23.06 If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the facility in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

23.07 **Workplace Safety and Insurance Board Challenge**

In the event that the Employer challenges a Workplace Safety and Insurance claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance for a period longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workplace Safety and Insurance if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 21. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for the Workplace Safety and Insurance coverage is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would

be entitled under the sick leave plan, Article 21. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

23.08 Employees agree to provide the appropriate forms to NHRIPP, or the appropriate Pension Provider in the case where NHRIPP is not in place, in the event of a WSIB absence.

23.09 An employee receiving worker's compensation (WSIB), upon return to at full duties will be provided with their former position or a comparable position if the original position is no longer available. If no comparable position is available, the employee will be able to exercise their rights under the layoff provisions of the collective agreement.

ARTICLE 24 – COMPENSATION

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

24.02 New Classification

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

If the local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within fourteen (14) calendar days after the receipt of notice from the Home of such new occupational classification and rate.

Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within twenty-one (21) calendar days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Home.

24.03 Recent Related Experience RPN

Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to a maximum of the grid.

24.04 If the Employer underpays an employee and the amount of the error is equal to one day's pay, or more, the Employer shall adjust the error within five (5) business days. If the amount of the error is less than one day's pay the error shall be adjusted on the next pay. For the purpose of this sub-article, a day is the number of hours the individual employee is regularly scheduled to work.

ARTICLE 25 – MISCELLANEOUS

25.01 The Employer will provide one (1) bulletin board in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity. The board shall be shared with the Part-time Bargaining Unit.

25.02 The Union agrees to prepare the collective agreements. Once proofed and sent out the Employer will sign them within thirty days. The cost will be shared on a 50-50 basis.

25.03 Retirement

Employees who have reached the age of sixty-five (65) will be retired in accordance with the Employer's Policy on Normal Retirement Age, provided it is not contrary to Ontario Law

25.04 Give-Aways

Part time employees will be entitled to give away shifts over and above their regularly scheduled line, based on the approval of the management and adequate staffing needs of the Home.

ARTICLE 26 – TERM AND RETROACTIVITY

26.01 The Agreement will be in effect until April 30, 2020.

26.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within the one hundred and twenty (120) days prior to the expiry date and negotiations with respect hereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

26.03 If pursuant to such negotiations an Agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date this Agreement shall be automatically extended until consummation of a new Collective Agreement in full.

26.04 (a) The increase to the wages shall be effective May 1, 2017 on the retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro-rata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union office) at their last known address, employees who

have left its employ to advise them of their entitlement to any retroactive wage adjustment. Such employees shall have a period of sixty (60) days only, from date of posting by the employer in which to claim any adjustment to their remuneration.

- (b) All retroactive payments are to be made in the form of individual fully itemized cheques, if possible, to each employee within sixty (60) days of May 1, 2017.
- (c) If the Employer has not paid the retroactive payments to present employees within sixty (60) days of May 1, 2017, interest shall be paid at the current bank rate on the total amount of the retroactive payment.

DATED at _____, Ontario, this _____ day of _____, 20____.

FOR THE EMPLOYER

FOR THE UNION

SCHEDULE A
KENSINGTON VILLAGE NURSING HOME WAGE GRIDS

LTC
RPN - Nursing Home

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | 1.30% | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$23.61 | \$23.99 | \$24.38 | \$24.72 |
| Start | \$24.02 | \$24.41 | \$24.80 | \$25.15 |
| 1 year | \$24.23 | \$24.62 | \$25.01 | \$25.36 |
| 2 year | \$24.50 | \$24.89 | \$25.29 | \$25.65 |

Activity/HCA- LTC

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | 1.30% | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$18.97 | \$19.29 | \$19.61 | \$19.88 |
| Start | \$19.55 | \$19.87 | \$20.20 | \$20.48 |
| 1 year | \$19.94 | \$20.27 | \$20.60 | \$20.89 |
| 2 year | \$20.23 | \$20.56 | \$20.90 | \$21.19 |

Domestic Aides LTC

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | 1.30% | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$18.75 | \$19.06 | \$19.38 | \$19.65 |
| Start | \$19.05 | \$19.37 | \$19.69 | \$19.96 |
| 1 year | \$19.37 | \$19.69 | \$20.02 | \$20.30 |
| 2 year | \$20.04 | \$20.37 | \$20.71 | \$21.00 |

Dietary/Maintenance LTC and Grandfathered Dietary Aide RR staff

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | 1.30% | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$18.75 | \$19.06 | \$19.38 | \$19.65 |
| Start | \$19.37 | \$19.69 | \$20.02 | \$20.30 |
| 1 year | \$19.72 | \$20.05 | \$20.38 | \$20.66 |
| 2 year | \$20.04 | \$20.37 | \$20.71 | \$21.00 |

Cook LTC and Grandfathered RR staff

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | 1.30% | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$19.52 | \$19.84 | \$20.17 | \$20.45 |
| Start | \$20.14 | \$20.47 | \$20.81 | \$21.10 |
| 1 year | \$20.60 | \$20.94 | \$21.28 | \$21.58 |
| 2 year | \$20.78 | \$21.12 | \$21.47 | \$21.77 |

****Weekend Premiums for all employees- May 1, 2017 increase to 0.30\$. May 1, 2018 increase to 0.35\$**

The Employer and the Union agree to meet following ratification to discuss the obligations and responsibility (if any) of maintaining the pay equity plan for all the employees represented by the Union employed by the Employer.

LETTERS OF UNDERSTANDING

Between:

KENSINGTON VILLAGE

and

UNIFOR AND ITS LOCAL 302

1) RE: CMI REVIEW

1. The Employer agrees to meet with the Union as part of the labour/management process to:
2. Review what the CMI and CMM are, and the potential tremendous impact of these factors on staffing levels:
3. Review the importance of charting and charting results on the CMI and CMM;
4. Review the annual CMI results and to discuss the implementation (if any) of a changed CMI:
and
5. Identify and propose alternatives to any actions that the Home may be planning.
6. It is understood and agreed that nothing in this letter is intended to inhibit any action the employer may take consistent with provisions of this collective agreement.
7. It is further understood and agreed that nothing in this letter is intended to inhibit any action the employee may take consistent with the provisions of this agreement.
8. It is further agreed, however, that any agreement the parties reach pursuant to this letter will supersede the provisions of the collective agreement.

2) RE: HARASSMENT POLICY

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff is to be treated with dignity and respect. Abuse or threatening behaviour shall include, but not be limited to the following:

Physical abuse
Psychological abuse
Emotional abuse
Sexual abuse

In order to provide and maintain an environment free of abuse/threatening behaviour all residents, family members, volunteers and persons having practicing privileges shall be informed that abuse/threatening behaviour towards staff will not be tolerated.

There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith.

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor who will assess the situation and give further direction. In the event that the abuse is from a resident, it is agreed that no employee will be obligated to work with the resident one-on-one. In the event that a cognitive resident continues with the abuse/threatening behaviour, 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/ chart with a clear course of action for staff to follow when providing care to the resident, and a copy of the incident will be provided to the Director of Nursing.

If the abuse/threatening behaviour involves a resident the multi-disciplinary team will do a full assessment of the situation and develop a plan of action. In the event that the resident knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the resident shall be referred to an appropriate facility.

If the abuse/threatening behaviour involves a non-resident, the management team will investigate the complaint and, if warranted, the individual will be put on notice that their behaviour is unacceptable. If the behaviour continues appropriate action will be taken.

3) RE: HARASSMENT POLICY IN RESPECT OF UNIFOR MEMBERS

1. Policy

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

2. What is Harassment?

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

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin,

citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

3. Responsibilities

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

- * All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- * The Employer and Unifor will jointly investigate all complaints.
- * The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.
- * All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- * Name calling
- * Racial slurs or jokes
- * Mimicking a person's accent or mannerisms
- * Offensive posters or pictures on paper
- * Repeated sexual remarks
- * Physical contact that could be perceived as degrading
- * Sexual flirtation, advances, propositions
- * Leering
- * Comments about a person's sex life
- * Innuendo, gestures or taunting about a person's body, disability, attire or gender

4. Procedure

The Employer and Unifor are responsible for:

- * Advising a complainant when this policy applies;
- * Providing education regarding harassment;
- * Clarifying options available;
- * Identifying and assisting complainants in obtaining counseling;

- * Facilitating in the resolution process and
- * Informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the criminal Code.

In addition, the Employer and Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

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

4) RE: VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

5) RE: TEMPORARY JOB POSTINGS

The parties agree to trial the following protocol for a period of one year. The parties will meet to review the protocol at any time during the trial period, but will meet on or about six (6) months after the protocol is initiated to discuss the matter of temporary job posting. Amendments to the protocol, if any, will be made after the end of the trial period unless otherwise agreed by the parties, and will be made by mutual agreement.

Temporary positions expected to be more than six (6) weeks long shall be posted for a period of seven (7) calendar days for applications by any interested employee. Such positions shall be filled from applications received on the basis of seniority provided the senior employee is qualified to perform the normal requirements of the job without training, other than orientation. Subsequent temporary vacancies will be posted for a period of four (4) calendar days. Applications for all subsequent vacancies may only be made by interested part time employees.

Temporary positions, if they still exist after a period of six months have elapsed, will be re-posted. The person who filled the first vacancy may not reapply. A part time employee who fills in such temporary position shall retain her part time status for the period of the temporary posting, after which the employee shall revert to her former position. Where a full time employee is successful in posting to a part time position, she shall receive payment in lieu of all benefits as set out in Article 20.02.

A full or part time employee in a temporary full time position will not be eligible to post into another temporary position until the full six (6) month term has been completed. A full time employee will be eligible to post into one temporary position per year. For clarity the year is from the start date of the posting.

6) RE: CALL-IN

The call-in list will be organized in order of decreasing seniority, with the most senior employee at the top of the list.

Call-ins will be done on a rotating seniority basis.

Where a call-in is required, calls will commence with the most senior eligible person (utilizing one (1) phone number) and continue until the shift is filled. When the next call-in is required the Supervisor will commence calling the next eligible person on the list immediately below the person who was last assigned and continue until the shift is filled and so on.

A refusal for a call-in shall be deemed to be a worked call-in for the purpose of determining who has been called on the list.

Where a call is made and a message is left (either verbal or numeric) the Supervisor will continue to try and fill the shift. Should the person with whom a message was left respond before the shift has been filled she shall be given the call-in and next call-in will commence with the person immediately below here on the call-in list.

Employees will not be called if by working the shift they will be entitled to overtime unless approved by the Supervisor.

For the purposes of the call-in procedure Article 17.08 will not apply. These shifts maybe offered to eligible employees regardless of a conflict of such scheduling regulations.

A call-in record shall be kept in an appropriate location. The Union Committee will have access to the document in the presence of the Supervisor.

If a verified error is made during the call in process, the staff who is missed will receive a shift of the same hours of work (days, evenings, nights) on the next schedule.

7) RE: STUDENT WORK

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

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

There will be no reduction or loss of hours as a result of this letter.

8) RE: SALE OF BUSINESS

The Employer agrees that it will not close the existing nursing home and open another in an attempt to avoid the Union during the life of this Agreement.

9) RE: OUTBREAK

- (a) Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatment is not covered by some other source, the cost will be borne by the Employer.
- (b) If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.
- (c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave or vacation if the credits are available. If the employee has no sick time she may use vacation entitlement subject to the following paragraph.
- (d) Accrued sick time must be used prior to using vacation entitlement. In the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. These single vacation days will not be considered as single days as set out in Article 15.06. The employee shall be required to contact the Administrator of the facility, or her designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.
- (e) Where it is permitted by the Medical Officer of Health, or designate, and where it is otherwise possible, and employee who cannot work due to not taking the recommended course of treatment may be reassigned to work in another area of the home until the outbreak is declared over.
- (f) In the case of employees who work at more than one health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only, the Employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

10) RE: TERMINALLY ILL

The Carrier will provide a waiver for Life Insurance only and not EHC or Dental. Therefore as a statement in the Memo:

In the face of a terminally ill employee – letter to the effect that the parties will meet to determine methods of cost sharing the cost of continuing extended health and dental benefits coverage for a further period not to exceed six (6) months.

11) RE: STUDENT RATE

The parties have agreed to the use of “students” and this letter sets out those conditions they may be used.

The parties agree that a student is an employee who is in regular attendance at a school and is employed during the summer months (April 1 to September 15).

A summer student is entitled to two (2) days off after six (6) consecutive working days. Summer students may be required to work every weekend notwithstanding other provisions of this agreement.

A summer student will be terminated after the summer period and no grievance will be allowed for such termination. They will receive the mandatory benefits but will not receive benefits under the collective agreement.

The pay rate for a summer student will be determined by the Employer and will range between \$11.00 (or minimum wage, whichever is greater) and \$16.00 per hour, commensurate with education and responsibilities.

It is further understood that the students will only be utilized from April 1st through September 15th after all available work has been offered to permanent part time/regular part time or casual part time employees.

Students will not be used in such a way that will be taking away or replacing any hours or work from members of the Bargaining Unit.

12) RE: TEMPORARY ABSENCE FROM THE BARGAINING UNIT

An employee may accept a non-union position with this Employer outside of the bargaining unit for a period of up to one year. During such leave the employee’s seniority will be frozen. She will be entitled to return to her former position at the end of the leave. This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside of the bargaining unit.

13) RE: PRO-RATION FORMULA

Part time employees will have a one-time option to move into the Employer’s benefits plans on a pro-rata basis. This decision must be made on or before September 15, 2005 in writing to the Administrator and once made is irrevocable.

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

The calculation of pro-ration percentage shall be determined by dividing the hours paid by the Employer in the previous predetermined six month period by 975 and then multiplying by 100.

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

When an employee is on:

- (a) Pregnancy leave;
- (b) Parental leave;
- (c) Approved leave of absence in excess of thirty (30) continuous calendar days;
- (d) WSIB
- (e) WI

Pro-ration upon return, shall be based on % in effect prior to commencement of leave.

Holiday Pay for part time employees participating in the pro-rata benefits plan will be paid for the eight statutory holidays provided under the *Employment Standards Act* and will prorate in accordance with that Act. For greater clarity part time employees entitled to holiday pay will receive holiday pay and will not receive a lieu day.

14) RE: PAID EDUCATION LEAVE (P.E.L.)

The Employer agrees to pay into a special dues fund the amount of five hundred dollars

(\$500.00) per annum. Such monies will be paid into a fund established by Unifor and shall utilized by the Union at its discretion.

15) RE: RETURN TO WORK/WORK REINTEGRATION

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

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

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

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

16) RE: RECORD OF EMPLOYMENT (ROE)

- (a) In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.
- (b) The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, they will receive their Record of Employment (ROE) on their last worked shift, provided the employee provides as much written notice in advance as possible but not less than five (5) working days in advance.
- (c) The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE five (5) days following their last shift worked.
- (d) It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, and the employee shall be entitled, upon the completion of the E.I. sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

The employee shall endeavor to provide proof of E.I. benefits within two (2) weeks of the receipt of the employees E.I. benefit.

17) RE: JOB SHARING

A full time employee holding a position of twenty (20) days in a four (4) week period may request an interest in a job share position. The Employer will consider this written request and, if approved, the job sharing will proceed on the following basis:

1. The full time employee making the request will be one of the job sharers and will be considered the primary job sharer.
2. The primary job sharer will have the option of reducing their position to 8, or 7 shifts in a biweekly period. The actual shifts to be reduced will be mutually agreed upon between the primary job sharer and the Employer.
3. The remaining shifts (i.e. two or three shifts) will be filled on an interim basis by adding these shifts to the part time pool and then using the “part time staff

availability process” until as such a time as a part time position is vacant. At this time, the part time position as well as the additional shifts from the full time Job Share (for example: 4 plus 2, or 4 plus 3) will be posted in accordance with the provisions of the Collective Agreement. The successful part time incumbent shall be secondary job sharer.

4. Any approved job share arrangement shall be for a minimum of twelve (12) months. Primary job share arrangement shall be for a minimum of twelve (12) months and will run from May 1 to April 30 each year to coincide with the vacation year calculation. Each job share would be up for formal review by all three parties i.e. primary, secondary and employer each year. A written request will be made by the primary job sharer between March 1st to 15th. The Employer will review and if approved, notify no later than March 31st.
5. The primary job sharers, or the Employer, may cancel the job sharing arrangement upon giving sixty (60) days’ notice. If the primary job sharer retires or resigns, this constitutes a cancellation of the job share arrangement.
6. Where the primary job sharer, or the Employer, cancels the arrangement, the primary job sharer shall revert to her former full time position and the secondary job sharer will revert back to her most recent job posting and have a reduction of the extra 2 or 3 days that she obtained through the job share. No grievances shall be filed in respect to the above mentioned process as long as the process is followed correctly.
7. Each job sharing arrangement will be entered into with specific terms and conditions agreed to between the parties involved, including the Union. Notwithstanding the foregoing, each agreement shall contain the following principles:
 - (a) The primary job sharer will be classified as a full time employee, with the provision of pro-rata benefits, including vacation pay, and holidays (based on the ESA pro-rating formula for payment for the stat) in regard to the calculation (dividing the number normally scheduled shifts by 10). This decision will be permanent as long as the primary job sharer is in the job share arrangement. The provision addressing pro-rata, health and welfare, vacation pay and statutory holidays will be as above unless otherwise amended at the master negotiation table.
 - (b) The secondary job sharer will be classified as a part time employee, with the provision of in-lieu payments as defined for all part time employees.
 - (c) Both job share partners, in accordance with their seniority, shall be considered for call-ins for which they have indicated their availability.
 - (d) Call ins for both the primary and secondary job sharer will be conducted as per the normal call in rotation.

8. A copy of the full time employees request to job share will be given to the Union, as well as the part time position that will be affected by the increased hours from the job share and what its original guaranteed days of work were.
9. Either party may cancel the job share at any time.
10. Once applied for and approved, the job share will commence May 1st of each year and will be reviewed annually.

18) RE: REDUCTION IN FULL TIME SHIFT

When a full time employee is facing an unusual situation such that a short time reduction in full time shifts would assist, the Employer agrees to review the request and work with the employee to reach a mutually satisfactory resolution.

19) RE: PART TIME SENIORITY ACCRUAL

Whereas the Union had identified a concern about the manner in which Part Time Employees in the affected Homes accrue seniority; and

Whereas the Parties have met and come to an agreement on a resolution to these concerns;

Now therefore witnesseth as follows:

- 1) The Collective Agreements set out in Appendix “A” all have provisions that provide for the accrual of seniority on the basis of hours paid or hours worked, and/or on the conversion of seniority on the basis of a formula using hours worked or hours paid.
- 2) The Parties agree that from the date of the signing of these Minutes the Effect of Absence provisions in the Collective Agreements set out in Appendix “A” will be amended with the addition of the following language:

Seniority only for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness of injury. The rate of accumulation will be based on the employee’s normal weekly hours paid (insert “worked” if the Home’s language or practice is to use Hours Worked) over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, illness of injury.

- 3) This settlement is without prejudice to the right of either party to table language on the treatment of part time seniority in any future round of bargaining.
- 4) For greater clarity, it is not anticipated that any immediate amendment to the current seniority lists will result from these Minutes.

- 5) The Amended seniority calculations will be applied to the first seniority list posted after the signing of these Minutes.

This contract has provisions where date of hire is applicable for part time employees and this letter does not override that entitlement.

20) RE: WOMEN'S ADVOCATE

The Employer will provide unpaid leave to one (1) employee per home to participate in Unifor Women's Advocate training. However, any expenses to be assumed by the union directly and/or through the Paid Education Leave Program.

21) RE: ADVANCE OF PENDING ILLNESS CLAIMS

- (a) In the event that an employee who is unable attend work as a result of an illness and properly applies for EI and there is a delay in her receiving an EI cheque because of an administrative error by the Employer or a delay by EI in processing the claim, the Employer will, upon request of the employee, advance to the employee an amount equal to that owed by EI. The delay referred to herein does not include the normal waiting period.
- (b) The maximum that the Employer will advance will be four (4) weeks.
- (c) Upon eventual receipt of the EI cheques the employee will sign the cheque over, or pay amount owed, to the Employer. In the event the employee fails to comply with this section the Employer has the right to seek other remedies including recovering the amount from any other monies it may owe to the employee including vacation pay.

22) RE: TRAINING ISSUES

The parties agree that training benefits both the employer and the employees. The parties agree to discuss at the first labour/management meeting after ratification (but not later than 120 days after ratification) the issue of training. The parties agree to discuss and in good faith try to resolve issues such as:

Process issues
Strategies for delivering training
Discipline issues related to training
Processes on how to complete training and completing job duties
Relief issues
Streamlining the education
The amount of education

Each Home may have unique issues and it is agreed that the above suggested topics may not apply or other issues not listed may be discussed by the parties.

23) RE: LIABILITY INSURANCE

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

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

24) HOLIDAY PAY

The local parties will meet within ninety (90) days of ratification to discuss the issue of holiday pay. In the event the parties are not able to agree upon a payment mechanism, the provisions of the expired collective agreement will continue to apply, including the renewal of the LOU.

25) CASUAL EMPLOYEES

Casual employees are part time employees who are not part of the regular part time schedule. These employees are utilized to fill shifts during periods of peak vacation and periods of illness. Casual employees will only be offered scheduled shifts after regular part time pool has been offered the work. The call-ins will continue to operate as per Letter of Understanding #6.

Casual employees accumulate seniority and progress through the grids on the basis that one year equals 1800 hours.

A list of casual employees and their respective departments will be forwarded to the Union Chairperson on hiring of said employees.

Casual part time employees will lose their seniority for any of the following reasons, unless the employee can provide legitimate justifications;

- (a) Continuous non employment of three months;
- (b) Failure to meet any of the following requirements:

- i) Casual employees shall be required to be available one of the following: Christmas Eve and Christmas Day or New Year's Eve and New Year's Day.
- ii) Casual employees must be available for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends, call-ins and/or scheduled shifts.

26) **WORKING SHORT**

In the most recent round of negotiations the parties had discussions regarding the “working short” issue in the long term care sector. It was generally recognized by the parties that “working short” is characterized by an area of the nursing home that is working with fewer than the originally scheduled number of employees.

Both parties understand the problems “working short” creates, whether it is operational or the additional work load it can demand from staff. All parties agree to work cooperatively towards ways to address the problem.

All discussions and solutions must be conducted in good faith and on a without prejudice basis. The parties feel that “working short” must be dealt with at both the provincial level of additional funding, and also at the local home level. It is agreed the parties at each home may consider solutions which may help to deal with the problem.

Some of these ideas are listed below but are not at all considered fully comprehensive, and other ideas may be considered:

1. Review the staffing complement (FT, PT and Casual staff mix).
2. Consider alternative scheduling procedures
3. Review the collective agreement in a good faith attempt to see if there are barriers creating the “working short” issue. If there are any changes to the collective agreement agreed to by the local workplace committee they must be approved by the local and national union and the Employer corporate representatives.
4. Full disclosure on any policies which may create working short.
5. Review of reasons for short notice absences.
6. Review of call-in and replacement procedures being used at the Home.
7. Review of policies/practices for approving time off and schedule changes.
8. Develop job routines or protocols to use when working short.
9. Communicate with all employees, including supervisory staff, on the proper procedures when there is a working short situation.

This letter is agreed to solely for the purpose of proactively attempting to deal with the “working short” problem. Therefore the parties are agreed that it does not bind either party and is therefore not a grievable article of the collective agreement.

27) GRIEVANCE OF BEHALF OF ETHEL DAVIS

A grievance was filed by the Union on June 15th, 2015, on behalf of Ethel Davis.

The agreement represents full and final settlement of said grievance.

Matters relating to the collective agreement, specifically Article 15 – Vacations:

The parties to the collective agreement agree that the full time vacation entitlement is based on the date of hire (or the calculated “Revised Service Date”).

Further, it is agreed the part time vacation entitlement is based on 1800 hours paid by the Employer equals one year.

Furthermore, it is agreed employees that have transferred from part time positions to full time positions are given a Revised Service Date which reflects the hours they have been paid for by the Employer in the part time bargaining unit converted to years of service. This reflects what the parties know as a Revised Service Date.

It is agreed that for full time employees this Revised Service Date will be date the Employer uses when calculating the vacation entitlement at April 30th of each year and other service calculation’s based on Revised Service Date of hire for the full time employees that have transferred from part time.

It is agreed that full time employees are paid vacation based on entitlement with pay (e.g. 25 working days with pay), subject to other provisions in the Agreement such as Article 14.08 that would impact these calculations.

Further, it is agreed in calculating the part time vacation pay the formula used will be one (1) week is equal to two percent (2%) of gross earnings.

Part time employees move to the next vacation level at the time they reach the hourly thresholds set out in the collective agreement.

It is also agreed that when a full time employee’s vacation entitlement improves (example 5 weeks to 6 weeks) she will not be paid out as a percentage of vacation pay. The Employer agrees to pay as per Article 15.01(a) “vacation days with pay”.

Finally, as a result of the agreed to matters set out above, the grievor will be entitled to an additional one (1) weeks’ vacation with pay. She may elect to take this in here 2015 vacation year of 2016 vacation year, (unless the employee and the Employer agree to one weeks’ payment in lieu of time off).

This agreement will be enforceable for all employees on a go forward basis as of the date of signing the Memorandum (April 8, 2016).

28) RETIREMENT HOME KITCHEN

Current staff choosing to post into work shifts in the Retirement Home Kitchen will be “grandfathered” in the wage schedule from the current collective agreement.

By grandfathering the parties agree employees choosing to post into the Retirement Home Kitchen will be paid as per the collective agreement Dietary and Cook positions. They will receive any wage increases negotiated in future rounds of bargaining.

It is agreed also that if an employee posts into a position other than they are currently working they will be paid the “grandfathered rate” for that position.

As an example, if a Dietary Aide posts into a Cook’s position in the Retirement Home and is successful, she shall be paid the grandfathered Cook rate.

The Employer also agrees that those current employees grandfathered into a Food Service Worker position will continue to be grandfathered as FSW’s and may post into positions in the Long Term Care side.

The staff currently protected by this arrangement will be listed in Appendix “A”.

It is agreed that current staff choosing to work in the shifts in the Long Term Care Kitchen do not require grandfathering and they will continue to be compensated as per the collective agreement.

The Union and the Employer have negotiated “new” pay rates for staff hired after August 24, 2015 working in the Retirement Home and these are as attached in Appendix “B”.

DATED at _____, Ontario, this ____ day of _____, 20__.

FOR THE EMPLOYER

FOR THE UNION

:kh/cope343

APPENDIX "A"

Dietary Staff employed at Kensington prior to August 24th, 2015:

Hlatki, Del
Campbell, Jackie
O'Donnell, Patrick
Iachetta, Frank
Bijou, Matthew
Sanchez, Maura
Anderson, Christine
Hewitt, Shelly
Davis, Ethel
Heer, Michelle
Goldie, Susan
Cupello, Franca
Grimes, Jackie
Eybergen, Clara
Jarochowicz, Dorota
Elliott, Sheila
Rodrigues, Susan
Tesfazgi, Janet
Balicoco, Luz
Pineda, Maria
Satorre, Teresa
Alayon, Jeanne
Davis, Maggie
Tavera, Herrera Javier
Anderson, Lauren

SCHEDULE "B"
KENSINGTON VILLAGE RETIREMENT WAGE GRIDS

Residential Aide (PSW/HCA)

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | 1.30% | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$17.68 | \$17.98 | \$18.28 | \$18.54 |
| Start | \$18.25 | \$18.56 | \$18.87 | \$19.13 |
| 1 year | \$18.65 | \$18.96 | \$19.28 | \$19.55 |
| 2 year | \$18.95 | \$19.27 | \$19.59 | \$19.86 |

Residential activity

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | 1.30% | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$17.68 | \$17.98 | \$18.28 | \$18.54 |
| Start | \$18.25 | \$18.56 | \$18.87 | \$19.13 |
| 1 year | \$18.65 | \$18.96 | \$19.28 | \$19.55 |
| 2 year | \$18.95 | \$19.27 | \$19.59 | \$19.86 |

Residential Housekeeping

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | 1.30% | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$17.48 | \$17.77 | \$18.07 | \$18.33 |
| Start | \$18.08 | \$18.38 | \$18.69 | \$18.95 |
| 1 year | \$18.44 | \$18.75 | \$19.06 | \$19.33 |
| 2 year | \$18.74 | \$19.05 | \$19.37 | \$19.64 |

RPN - Retirement Home

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | 1.30% | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$22.35 | \$22.71 | \$23.08 | \$23.40 |
| Start | \$22.73 | \$23.10 | \$23.47 | \$23.80 |
| 1 year | \$23.01 | \$23.38 | \$23.76 | \$24.09 |
| 2 year | \$23.15 | \$23.52 | \$23.90 | \$24.24 |

Dietary Aide Retirement hired after Aug 24, 2015

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$17.48 | \$17.77 | \$18.07 | \$18.33 |
| Start | \$18.08 | \$18.38 | \$18.69 | \$18.95 |
| 1 year | \$18.42 | \$18.73 | \$19.04 | \$19.31 |
| 2 year | \$18.74 | \$19.05 | \$19.37 | \$19.64 |

Cook Retirement hired after Aug 24, 2015

| | May 1 2016 | May 1 2017 | May 1 2018 | May 1 2019 |
|-------------------|------------|-------------|-------------|------------|
| % increase | | 1.4% + 0.05 | 1.4% + 0.05 | 1.40% |
| Probation | \$18.20 | \$18.50 | \$18.81 | \$19.08 |
| Start | \$18.80 | \$19.11 | \$19.43 | \$19.70 |
| 1 year | \$19.24 | \$19.56 | \$19.88 | \$20.16 |
| 2 year | \$19.44 | \$19.76 | \$20.09 | \$20.37 |

****Weekend Premiums for all employees- May 1, 2017 increase to 0.30\$. May 1, 2018 increase to 0.35\$**