

COLLECTIVE AGREEMENT

Between

OWEN HILL CARE COMMUNITY

And

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

DURATION: April 1, 2017 – March 31, 2019

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Between

**OWEN HILL CARE COMMUNITY
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 304
(hereinafter referred to as "the Union")**

APRIL 1, 2017 – MARCH 31, 2019

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 The parties to this Agreement desire to foster and maintain a relationship among the Home, the Health Care and Service Workers Union, CLAC Local 304, and the employees which is in every respect conducive to their mutual well-being. For that purpose, the parties hereby pledge to fairly administer this Agreement.
- 1.02 If this Agreement is silent on any existing rights and privileges, this shall not mean that either the Home or the employees are deprived of such rights or privileges, nor shall it mean that the Home is deprived of the right to change or alter such employee rights or privileges. The Home agrees to inform the Union prior to initiating such changes and to consider any submissions by the Union regarding such change.
- 1.03 It is understood that the efficient operation of the Home and quality care to residents is the first priority of management and all staff.

ARTICLE 2 - RECOGNITION

- 2.01 This Agreement covers all employees of Owen Hill Care Community, save and except the Director of Administration, office manager, Director of Care, office administrator, supervisors and persons above the rank

of supervisor and office staff, and as outlined in the certificate of the Ontario Labour Relations Board, dated March 16, 1981.

2.02 A full-time employee shall mean an employee in the bargaining unit who is regularly and recurrently working more than forty-five (45) hours bi-weekly. A part-time employee shall mean an employee in the bargaining unit who is regularly and recurrently working forty-five (45) hours or less bi-weekly. For purposes of clarification the term regularly and recurrently means a time frame of no less than six (6) calendar months.

“Casual Employee” is an employee who is not regularly scheduled to perform bargaining unit work but can be scheduled and/or called to work only in the event that:

- a. all available regularly scheduled employees are scheduled to work, or
- b. the calling in of a regularly scheduled employee will incur overtime.

For the purposes of this Agreement, the casual employee shall progress up the wage grid on the same basis as a part-time employee of the job classification for which he/she has been hired. However he/she shall be exempted from the provisions of scheduling provisions such as float days, sick days, benefits and sick leave.

Vacation pay shall be paid out on every pay.

Casual employees must provide their department manager with a report of their availability to work two (2) weeks in advance of each schedule being posted, with the requirement that they will be available for all shifts as well as two (2) weekends per month.

A casual will be terminated should he/she neglect to submit their availability on three (3) occasions.

A casual employee who fails to work three (3) times in the schedule period for which he/she indicated availability or they are inactive for a period of six (6) months shall lose his/her employment status, except where such an absence is approved by the Employer.

- 2.03 Supervisors, or other personnel outside the bargaining unit, shall not perform work normally done by employees in the bargaining unit if that would mean less available work for the latter, except in the case of emergency or where no employee within the bargaining unit is available or qualified to do such work.
- 2.04 There shall not be any contracting out of work normally done by the bargaining unit during the term of this Collective Agreement if that contracting out results in less available work for present employees. The Union agrees to consider any situation which in the opinion of the Home would necessitate subcontracting of work.

This clause shall not apply to the use of contracted or registry employees to accommodate short-term emergency situations.

- 2.05 The Union agrees that it is the function of the Home to manage the facility. Without limiting the generality of the foregoing, it is agreed that the Home will:
- a. maintain order, discipline and efficiency;
 - b. hire, classify, direct, promote, and lay off employees;
 - c. discharge and discipline employees whenever necessary;
 - d. direct and supervise the employees' work and determine work schedules;
 - e. after consultation with the Union, make and alter from time to time any rules and regulations governing the work of employees.

The Home shall exercise its rights in a just, fair and reasonable manner.

- 2.06 The Home shall consult the Union on the number of employees required and their respective duties; however, all staffing levels will be determined by the Home after such consultation in accordance with the provisions of the *Long-Term Care Homes Act*.

- 2.07 Where the feminine pronoun is used in this Agreement it shall mean and include the masculine pronoun where the context so requires and vice-versa.
- 2.08 Students under eighteen (18) years of age and regularly working less than twenty (20) hours bi-weekly are excluded from this Agreement.

ARTICLE 3 - UNION REPRESENTATION

3.01

- a. Stewards appointed by the Union are Representatives of the employees in the processing of grievances.
- b. CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to enforce all rights of the employees under this Agreement and under law.

- 3.02 A Steward shall be given time off, without loss of wages or seniority, to assist an employee in the presentation and investigation of a grievance whenever it is necessary to deal with the grievance during working hours.

The Steward shall, prior to leaving their work area, first obtain permission from their department head. Such permission shall not be withheld unreasonably. The

Steward shall report back to the department head at the time of their return to work.

- 3.03 The Union has the right to appoint up to four (4) members to the bargaining committee. The make-up of such committee shall be representative of the membership. The Home shall pay the members of the bargaining committee at their regular hourly rates for all time lost from regularly scheduled hours up to and including the conciliation stage. It is agreed and understood that these hours do not count towards overtime. The Employer shall send the Union an invoice for paying fifty percent (50%) of the cost related to the payment for the lost time for regularly scheduled hours.
- 3.04 The Employer agrees to inform all new bargaining unit employees that a Collective Agreement is in effect upon hire. The Union Steward and Union Representative will have an opportunity to interview each new employee, individually or in a group, within their regular working hours and without loss of pay for any employees involved. The purpose of the interview is to inform the new employee about the Union in the facility, to provide an explanation of the Collective Agreement provisions and exceptions. Such interviews may take place during the first thirty (30) calendar days of employment and shall not exceed fifteen (15)

minutes (if possible, thirty [30] minutes will be scheduled for group of three [3] or more).

3.05

- a. The parties agree to establish an active labour-management committee. The committee shall be made up of an equal number (three [3] of each) of bargaining unit and management who have completed their probationary period. Other persons may attend provided that they are not scheduled to work during the scheduled meeting time.
- b. The committee shall keep minutes of its meetings and post them in the Home.
- c. The committee shall appoint from among themselves a chairperson and a recording secretary with such positions rotating as agreed upon by the committee.
- d. The committee shall meet once every three (3) months. Meetings shall be convened at approximately the same time every month, with the time and date of the meeting to be set by mutual agreement. The agenda for the meetings shall be in writing with finalized copies given to all committee members at least two (2) days before the meeting.
- e. The committee shall deal with all matters of mutual concern, however, the committee shall not deal

with grievances or negotiations and it is not empowered to alter or amend any of the terms of the Collective Agreement or in any way infringe on the requirements and minimum standards of the Ministry of Health.

- f. Any employee may refer matters to the committee for consideration. Such referrals shall be in writing to the committee.
- g. After having been dealt with by the committee, any unresolved issue(s) may be forwarded by a committee member to the Employer's head office.

The Employer's representative(s) from its head office and a Union Representative will convene a meeting with the committee at the Home to discuss the matter. Such a meeting shall take place within thirty (30) days of being referred to the Employer.

- h. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Union shall not permit

or encourage any strike, slowdown or stoppage of work, and shall not otherwise restrict or interfere with the Home's operations through its members.

- 4.02 Without limiting the provisions of Article 2.05, during this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Home shall not lock out any of its employees, or deliberately restrict or reduce hours of work nor lay off employees without prior consultation with the Union.

ARTICLE 5 - JOB POSTING, HIRING AND TRANSFERS

- 5.01 When a vacancy occurs in any department of the facility within the scope of the bargaining unit, it shall be posted as soon as reasonably possible and indicate:
- a. whether the position is full-time, part-time or temporary;
 - b. the job requirements;
 - c. the starting date;
 - d. the department concerned;
 - e. shift to be worked and approximate number of shifts for part-timers.

A copy of the posting shall be given to a steward.

- 5.02 When filling a vacancy, the Home shall give preference to an applicant employee with most seniority,

providing that employee is qualified to perform the work. No part-time employee shall permanently fill a vacant full-time position until that vacancy has been posted and an employee has applied for the position. No full-time employee shall fill a vacant part-time position until that vacancy has been posted and an employee has applied for that position.

- 5.03 If a vacant position cannot be filled with employees that are employed, the Home shall give preference to an employee on layoff, provided such employee is, in the Home's judgment (which judgment shall not be unreasonably exercised), qualified to perform the work.
- 5.04 Posting of vacant positions shall be done for at least seven (7) consecutive days. Applications received outside of the time frame referenced need not be considered. (Whenever two [2] or more applicants are in the Home's opinion qualified to fill the opening, the senior employee shall be given a trial period as set out in Article 5.05.) The Home may fill the vacancy on a temporary basis until a permanent candidate has been selected.
- 5.05 An employee selected to fill a vacant position shall hold that position for a trial period of thirty (30) working days. The position shall become permanent after the trial period unless:

- a. the employee feels that she is not suitable for the job and wishes to return to her former one; or
- b. the Home feels that the employee is not suitable for the job.

In either case, the employee will return to her former position and wage rate without loss of seniority. Any other employee, promoted or transferred as a result of the rearrangement of position(s), shall also be returned to her former position and wage rate without loss of seniority.

These provisions shall also apply in the event of a transfer to a job outside the bargaining unit. It is understood, however, that no employee shall be transferred without her consent to a position outside the bargaining unit.

- 5.06 A temporary vacancy is defined as a continuous period of six (6) weeks or longer due to an employee on a leave of absence, WSIB or illness.

ARTICLE 6 - UNION MEMBERSHIP AND CHECKOFF

- 6.01 Neither the Home nor the Union shall compel employees to join the Union. Neither the Home nor the Union will discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Home and the Union. Before commencing

work, any new employee will be referred by the Home to a steward in order to give the steward an opportunity to describe the Union's purposes and representation policies to the new employee.

6.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.

6.03

- a. The Employer is authorized and shall deduct each pay period an amount equal to union dues from each employees pay. Such deductions commence the first full pay period of the employment of an employee.
- b. The amount shall be calculated according to the Unions dues policy. The Employer shall also deduct any administration assessment authorized by the Union.
- c. The total amount checked off will be sent to the Union before the fifteenth (15th) of the following month after the check off is made, together with an itemized list of the employees for whom the deductions are made, their hours worked, and the amount checked off for each.
- d. The Home shall be saved harmless for all deductions and remittances made in accordance with the terms of this Article.

e. The total amount of Union dues annually paid by an employee shall be indicated on the employees T-4 slip.

6.04 Employees who cannot support the Union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.

ARTICLE 7 - WAGE PROGRESSION, PROBATIONARY PERIOD AND REHIRING

7.01 Full-time employees shall serve a probationary period of four hundred and twenty-five (425) hours. Part-time employees shall serve a probationary period of three hundred and fifty (350) hours or six (6) months, whichever comes first. Upon completion of this probationary period, an employee shall obtain seniority which shall be calculated from the employee's start date. Accumulation of seniority shall be in accordance with Article 12.01.

Effective January 1, 1991 employees scheduled to work less than ten (10) shifts per bi-weekly pay period shall accrue seniority and service for purposes of seniority, wage progression and vacation progression one (1) year equals eighteen hundred (1800) hours worked (and hours not worked and paid).

For purposes of seniority and service effective January 1, 1991 all employees on staff at that date shall receive credit of eighteen hundred (1800) hours worked (and hours not worked and paid) for each year of employment since their start date.

7.02 On or before the expiry date of an employee's probationary period, the Home will notify her in writing that:

- a. she will receive a permanent appointment; or
- b. During the probationary period, employee shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. An employee who has not completed his/her probationary period may be discharged based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be affected from the original date of last hire.

7.03 Persons with more than three (3) years experience in Ontario in the classification for which they are hired will be started at the one (1) year rate, it being understood that such experience must have been gained in the five (5) years prior to the date of hiring. It is understood, however, that such employees will serve the normal probationary period.

ARTICLE 8 - JOB CLASSIFICATIONS, RATES OF PAY AND CALL-INS

8.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it.

8.02

- a. Wages shall be paid on applicable Fridays, on a bi-weekly basis. Payment shall be by way of direct deposit into the employee's account. Employees will be given the pay-slips on Thursday.
- b. Minor shortages in pay cheques will be paid the following pay period when brought to the attention of the Home. When the Employer makes an error in excess of fifty dollars (\$50.00) the employee will be paid within seven (7) business days.
- c. Payroll information will include vacation hours available.

8.03 When a new classification in the bargaining unit is established by the Home or the Home makes a substantial change in the job content of an existing classification, which in reality causes such classification to become a new classification, the Home shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Home agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of

pay providing any such meeting shall not delay the implementation of the new classifications. Where the Union challenges the rate established by the Home and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step 2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to arbitration, it being understood that an arbitration board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the Home and duties and responsibilities involved. Any change in the rate established by the Home either through meetings with the Union or by a board of arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- 8.04 When an employee reports for work in the normal manner and is notified that no work is available, she shall receive one-half ($\frac{1}{2}$) of her scheduled shift (rounded to the next highest hour) with pay. This clause is void if the employee receives prior notice not to report for a shift.
- 8.05 When an employee is called in on her scheduled day off, she shall be paid from the start of the shift, or from the time of the call, whichever is later, provided she arrives within a reasonable time of being called (or

arrives at the normal start time as the case may be). Under normal circumstances a “reasonable time” shall be within one (1) hour of being called.

8.06

- a. The Nursing Home shall maintain a call-in list for all employees by classification. For the purpose of this Article, classifications shall be:
 - i. Housekeeping and Laundry
 - ii. Dietary and Breakfast Cook
 - iii. Cook
 - iv. Health Care Aide/PSW
 - v. Registered Practical Nurse
 - vi. Registered Nurse
 - vii. Activity Aide

Once the call-in list within the classification is exhausted, the Employer shall call employees who are qualified and trained and willing to work in the classification in order of seniority.

- For clarity and in accordance with Article 12.03 seniority for these call-ins shall be considered for job posting seniority.

- b. Employees on the call-in list shall be called in order of department seniority beginning with the most senior employee. Full-time employees who work less than seventy-five (75) hours bi-weekly and do

- not wish to be on the call-in list shall serve the Employer with written notification.
- c. A Union Steward may request to see the call-in list such request will not be unreasonably denied. Each call will be electronically recorded and the record will indicate the result of the call such as “shift was worked”, or “no answer” or “refused” etc.
 - d. The Home shall by pass an employee on the list who would be eligible for overtime premium if called in to work until such time that all employees are eligible for overtime premiums.
 - e. Should there be a requirement to replace an employee for more than two (2) consecutive shifts, those shifts may be offered to one (1) available part-time employee in order of seniority.
 - f. Employees have regularly scheduled shifts. Their first commitment is to those shifts.
 - g. Part-time employees will be committed to work additional shifts upon request by the Employer to replace a full-time employee. The Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees. Unreasonable or consistent refusal by a part-time employee to work additional shifts upon request may result in disciplinary action.
 - h. It is understood that qualified employees may be placed on more than one (1) department call-in list.

Employees who choose to do so shall be called in, in accordance with 8.06 b).

- 8.07 Failure to be available a minimum of six (6) shifts in any thirty (30) consecutive day period may result in further work not being offered to the employee involved and the employee may be removed from the call-in list. Employees shall be offered work in accordance with operating requirements and their stated availability.
- 8.08 Due to the nature of services necessary in the Home, part-time employees may be required and scheduled to work either Christmas Day (inclusive of December 25th and 26th) or New Year's Day (inclusive of December 31st and January 1st) by the Home. Failure to work as required and assigned may result in the employee being removed from the call-in list, unless otherwise agreed upon in writing.

ARTICLE 9 - HOURS OF WORK, WORK SCHEDULES AND OVERTIME

- 9.01 Overtime at the rate of one and one-half (1½) times an employees equivalent hourly rate will be paid for all time worked in excess of seven and one-half (7½) hours in a day, or seventy-five (75) hours in a two (2) week period. All overtime must be authorized by the Home.
- 9.02 It is agreed that the normal shifts shall be as follows:

- a. The first shift of the day shall commence on or about 10:00 p.m. and finish on or about 6:00 a.m.
- b. The second shift of the day shall commence on or about 6:00 a.m. and finish on or about 2:00 p.m.
- c. The third shift of the day shall commence on or about 2:00 p.m. and finish on or about 10:00 p.m.

The parties recognize that there are existing shifts, including short shifts, that vary from the times set out above and that there may be requirement to change shifts or establish alternative shifts in the future.

The parties may amend these terms providing they mutually agree and they indicate their agreement in writing. Provided however that agreement by either party shall not be unreasonably withheld.

9.03

- a. Employees shall receive an unpaid lunch break of one-half ($\frac{1}{2}$) hour in case they are scheduled to work a shift of five (5) or more hours.
- b. Employees shall receive a fifteen (15) minute break with pay during each four (4) hour period at a time determined by the Home.
- c. Employees on a short shift of four (4) hours or less shall receive one (1) fifteen (15) minute break with pay.

- d. The unpaid lunch break mentioned in 9.03 a) shall not be interrupted. Where the unpaid meal break is interrupted the portion of the unpaid meal break missed will be rescheduled.

In the event that the department head or designate determines that the missed portion of the unpaid meal break cannot be rescheduled the employee will receive his/her regular hourly rate for the missed portion of the unpaid break. Payment for such hours shall not contribute towards overtime.

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

- 9.04 The Home shall arrange shifts so that each full-time employee shall receive two (2) weekends off in four (4) and every part-time employee shall receive two (2) weekends off in six (6), or more often if possible, unless weekend work is at the request of the employee. If employees are scheduled more often than the above (and it is not at their request), then the employee shall be paid a premium of time and one-half (1½x) the regular rate of pay for all weekend work. For the purposes of this Article, a weekend is considered to be a Saturday and a Sunday, unless otherwise mutually agreed.

If an employee is scheduled to work more often than the above, she will receive premium payment of time and one-half (1 ½) for all hours worked on that weekend, subsequent weekends, until their weekend is scheduled off, save and except where:

- a. Such weekend has been worked by the employee to satisfy specific days off requested by such employee;
- b. Such employee requested weekend work;
- c. Such part-time employee has accepted an additional shift which is on her regularly scheduled weekend off;
- d. Such weekend work is worked as a result of an exchange.

9.05 No employee shall be scheduled to work more than six (6) consecutive days, or more than ten (10) days in any two (2) week period. However, employees may exchange working days and off days, providing such exchange is approved by the Home in writing and providing no employee shall, as a result of such an exchange, work more than seven (7) consecutive days. If there are scheduling difficulties, the Home and the Union shall meet to find a mutually satisfactory solution. It is understood that in circumstances where shifts are given away, approval is at the discretion of the Home.

9.06

a. **Nursing Staff**

No employee shall be scheduled to work more than two (2) different shifts in any one (1) week. Each employee shall have a break of at least twelve (12) hours between shifts.

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

No employee shall be scheduled to work more than two (2) different shifts in any one (1) week. Each employee shall have a break of at least twelve (12) hours between shifts.

c. Part-time employees may be scheduled to work three (3) different shifts in a week provided there is a minimum of eighteen (18) hours between such shifts.

The above provisions for a twelve (12) hour break between shifts do not apply in cases of emergency or mutual agreement.

9.07 A full-time employee shall be paid at one and one-half times (1½x) hourly rate for all work performed on an assigned day off, except if such work is done as a result of a voluntary switch in hours with another employee. The Home may call in an employee to work on her scheduled day off at the regular rate of pay if the employee is willing to work and has not worked seventy-five (75) hours in that two (2) week period.

- 9.08 A new employee shall be considered a paid observer or helper during her first six (6) shifts, for the purpose of orientation. The new employee shall be paid in accordance with the minimum wage as set out in the *Employment Standards Act* and as amended from time to time for the six (6) shifts. If she successfully completes probation she shall be paid the difference between minimum wage rate per hour and the start rate for all hours worked during orientation. On such occasions the new employee shall work in addition to the regular number of employees. In case of registered staff they shall be paid the start rate for orientation.
- 9.09 The Home shall post work schedules on a six (6) week basis at least two (2) weeks prior to the effective day of the schedule. All part-time employees are responsible to ensure that they advise the Employer of their availability to work additional shifts at least two (2) weeks prior to the posting of the schedule. Where an employee does not provide their availability, the Employer shall schedule them as required in order of seniority. No changes shall be made in the schedule after it has gone into effect, unless there is agreement with the employee(s), or in the case of an emergency. The prohibition against changes shall not apply to employees displaced from the schedule as a result of another employee returning from WSIB or extended illness.

9.10 Employees scheduled to work eight (8) to ten (10) shifts every two (2) week period, shall have an opportunity to apply in writing on or before July 15th of each year to change their scheduled hours effective for the first full pay period in September of each year to eight (8), nine (9) or ten (10) shifts every two (2) week period.

Subsequent shifts may be posted for a temporary period of one (1) year in either one (1) or two (2) shift increments. Such postings shall be awarded on the basis of seniority, provided that the applicant is willing and able to work their current rotation and the posted shift(s). It is understood that no posted position will be given to any employee that would result in the employee becoming eligible for overtime premium as defined in this Collective Agreement.

Should the successful part-time staff vacate the drop shift posting; the pool of part-time and casual staff will be used to fill the shifts through the call-in process until the posting can be filled. This option will be in place should the full-time staff decline to accept the shifts until the posting can be filled.

It is understood that this may change the status of said employee for purposes of pro-rata benefits, vacation, seniority and wage progression and said employees shall transfer credits for the latter three (3) issues on the basis of eighteen hundred (1800) hours worked (and hours not worked and paid) equals one (1) year.

It is further understood that the Home may, at its discretion, post a replacement of such employees as an eight (8), nine (9) or ten (10) shift position.

- 9.11 Where there is a change to daylight savings from standard time or vice versa, an employee who is scheduled and works a full shift shall be paid for the actual number of hours worked. No overtime shall apply to this provision.
- 9.12 All employees are expected to be on time and at their unit ready to begin work at the beginning of their shift in accordance with the Collective Agreement.
- 9.13 In the event employees of their own accord, for their own personal convenience, may arrange to change shifts with appropriately qualified other employees, with prior approval of the Administrator or her designate. The Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts. Employees shall be limited to four (4) such exchanges in one (1) scheduled period, unless otherwise authorized by the Employer in exceptional circumstances. Such permission shall not be unreasonably denied.

ARTICLE 10 - VACATION AND VACATION PAY

10.01 Employees shall be entitled to vacations according to the following schedule:

Period Worked	Vacation	Vacation Pay
more than six (6) months but less than one (1) year	1 week	4%
one (1) year but less than three (3) years	2 weeks	4%
three (3) years but less than eight (8) years	3 weeks	6%
eight (8) years but less than fifteen (15) years	4 weeks	8%
fifteen (15) years but less than twenty-three (23) years	5 weeks	10%
twenty-three (23) years but less than twenty-eight (28) years	6 weeks	12%
twenty-eight (28) years or more	7 weeks	14%

* Employees with vacation entitlement of thirteen (13) years but less than fifteen (15) years may take an extra week of vacation time.

10.02 Effective January 1, 1991 vacation accrual shall be on the basis of eighteen hundred (1800) hours worked (and hours not worked and paid) equals one (1) year.

10.03 Vacation pay is calculated at the applicable percentage of the employee's gross earnings including last year's vacation.

10.04

- a. On January 1 of each year the Home shall post a blank vacation schedule sheet. Between January 1 and April 1 each employee shall have the right to indicate on this sheet the time during which she prefers to take her vacation.
- b. No more than three (3) consecutive weeks of vacation may be taken during the months of July and August.
- c. Vacations will not be granted between December 15th and January 5th. Notwithstanding this restriction it is understood that three (3) persons in the bargaining unit (one [1] Registered, one [1] personal support worker and, one [1] from other departments) may request (and be granted) vacation at Christmas time by seniority. It is understood that an employee who is granted such leave will not be eligible until all other employees have exercised their rights. The request must be indicated on the vacation schedule at the time of posting.

d. Subject to the scheduling provision of Article 9, employees who have earned four (4) weeks or more vacation time entitlement will be allowed to break up two (2) weeks of vacation into single days. It is understood that for those who regularly work less than five (5) days in a week that the single days shall be equivalent to the number of days they regularly work in a week.

10.05 The complete vacation schedule shall be determined in discussions between the Home and the Union stewards between April 1 and April 15. The guiding factors to select the employees vacation requests shall be seniority and family circumstances. Whenever a conflict arises between these factors that cannot be settled amicably, it shall be resolved on the basis of seniority. Notwithstanding, final approval of the vacation schedule will be determined based on the operational requirements of the Home. Such requests will not be unreasonably denied.

Employees who do not request for vacation time on the schedule, as described in Article 10.04, may take their vacation at times that do not conflict with other employees vacation requests and will be approved based on the operational requirements of the Home. The Home will be notified in writing of the requested time periods. Vacation requests made after the posting of the vacation schedule shall be determined by the

Director of Administration or designate having due regard to the proper operation of the Home on a first come first serve basis, not on the basis of seniority.

10.06 The Home shall post the final schedule on or about April 30. This schedule shall not be changed except with mutual consent. A copy of the list of approved vacations will be forwarded to the union stewards.

10.07 Employee's vacation year shall commence on July 1st and end on June 30th. Vacation days are not cumulative from year to year and cannot be carried over.

Any remaining vacation credits will be paid out following the June 30th cut-off date by direct deposit.

10.08 When an employee's employment is terminated for any reason or she quits or retires, full payment for vacations earned shall form part of such employee's separation pay. However, termination without notice (i.e., at least two (2) week's notice) on the part of the employee will revert the vacation pay to the Employment Standards Act requirements.

ARTICLE 11 - HOLIDAYS

11.01

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

New Year's Day, Family Day (third Monday in February), Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and two (2) floating days.

- b. The floating holidays shall be taken at a time mutually agreed upon between the Employer and the employee. The employee shall endeavour to provide the Employer, in writing, with twenty-eight (28) days notice of when she wishes to take the floating holidays. Employees shall notify the Employer, in writing, no later than October 1 of the dates when the floating holiday(s) will be taken. Failure to advise the Employer in writing will result in said holidays being paid out in the first available pay period after October 1.
- c. In order to qualify for the float holidays, a newly hired employee must have completed their probationary period to be eligible.

11.02

- a. A full-time employee who works on a paid holiday shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) her regular hourly rate for each hour worked, in addition to her regular wages for the holiday. Straight time only will be paid for the float day. Employees with the approval of their supervisor

may select another day off in lieu of the paid holiday.

- b. Employees may accumulate lieu days for a period of ninety (90) days. These may be taken together at any time except during July and August. During this period accumulated lieu days may not be taken together or during a weekend. Accumulated lieu days may not be taken after December 15th. Subject to the conditions noted, any days not taken within the ninety (90) day period will be paid out to the employee, or will be paid out by the end of December, whichever comes first.
- c. All lieu days requested one (1) week or more before the schedule is posted shall be considered in order of seniority.

11.03 If any of the paid holidays listed above occurs on a full-time employee's regular day off, the employee will receive an additional day's pay at straight hourly rates.

11.04

- a. The Home shall pay part-time employees who work on any of the paid holidays specified below at the rate of time and one-half (1½x) the regular rate:
 - i. New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Civic Holiday.

- ii. Further the employee shall be entitled to the following holidays paid at the regular rates of pay:

New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, two (2) floating holidays.

- b. A part-time employee shall not be entitled to a paid holiday unless she has worked on seven (7) days during the four (4) weeks immediately preceding the holiday.

11.05 If a paid holiday occurs during the vacation period of a full-time employee, the employee shall receive an additional day's pay at regular rates in lieu of the holiday.

11.06

- a. An employee shall not be entitled to holiday pay unless she reports for work on her last scheduled shift before the holiday and on her first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by her supervisor or Director of Administration or if she is ill on one (1) of the qualifying days and produces an appropriate doctor's certificate.
- b. No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on

a holiday she shall only receive holiday pay for the first holiday which falls during the illness and sick pay (to the extent available) for all subsequent holidays which fall during the illness.

- 11.07 An employee may be scheduled to work on Christmas Day and Boxing Day or Christmas Eve Day of one (1) year or December 31st and New Year's Day of the next year, but not on both of these holidays. If an employee has worked on Christmas Day and Boxing Day or Christmas Eve Day, the Home shall make every effort not to schedule her for Christmas Day and Boxing Day or Christmas Eve Day the following year. If, in the resultant schedule, some employees have both holidays scheduled off, these shall be the senior employees in the department.
- 11.08 If another federal, provincial or municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the Civic holiday if it has not yet been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.

ARTICLE 12 - SENIORITY

12.01 The Home shall maintain seniority lists and make copies available to the Union in July and January of each calendar year. The seniority list shall contain, the date of hire, seniority hours, classification and job status.

12.02 Seniority is the ranking of employees in accordance with their length of employment with the Home.

Effective January 1, 1991 employees scheduled to work less than ten (10) shifts per bi-weekly pay period shall accrue seniority and service for purposes of seniority, wage progression and vacation progression one (1) year equals eighteen hundred (1800) hours worked (and hours not worked and paid).

For purposes of seniority and service effective January 1, 1991, all employees on staff at that date shall receive credit of eighteen hundred (1800) hours worked (and hours not worked and paid) for each year of employment since their start date.

12.03 The Home shall recognize seniority of employees within their various departments. Seniority shall accumulate for an employee according to her length of service with the Home. The parties recognize the following three (3) departments within the Home: Dietary/Housekeeping/ Laundry; Nursing; and Program Services for purposes of job postings.

- 12.04 An employee shall lose all seniority and shall be deemed to have quit the employ of the Employer if she:
- a. voluntarily quits the employ of the Home;
 - b. is discharged and such discharge is not reversed through the grievance procedure;
 - c. fails to report on the first day following the expiration of a leave of absence, unless a justifiable reason is given to the Home;
 - d. is laid off for a continuous period of more than twenty-four (24) months;
 - e. has been absent for three (3) consecutive working days without having notified the Home, unless a justifiable reason is given to the Home;
 - f. retires;
 - g. is off work due to illness for a period of twenty-four (24) months or more;
 - h. is off work due to absence on WSIB for a period of twenty-four (24) months or more;
 - i. is found guilty of resident abuse.
 - j. is a casual employee and is removed from the call in list in accordance with Article 2.02
 - k. utilizes her leave for a purpose other than what it was intended.

This Article shall be interpreted in a manner that is consistent with the Ontario Human Rights Code.

ARTICLE 13 - LAYOFFS

13.01 In case of layoffs, the Home will recognize the seniority standing of each employee as the continued performance of the work permits.

Ability to perform available work being relatively equal, seniority shall prevail so that the employee having the highest seniority shall be laid off last and recalled first.

13.02 An Employee whose position is subject to layoff shall have the right to either:

- a. Accept the layoff; or
- b. Displace an employee with lesser seniority provided that employee has the ability to perform the available work with orientation only, but without training.

13.03

- a. The Home shall provide the Union with at least six (6) weeks notice in the event of a proposed layoff of a permanent or long-term nature. This notice is not in addition to required notice for individual employees.
- b. The Home shall give employees subject to permanent or long-term layoff who have acquired seniority, one (1) week notice in writing for each year of service up to a maximum of twelve (12) weeks.

- c. An employee subject to short-term layoff shall receive two (2) weeks notice.

13.04 An employee who is recalled to work after a layoff must return to work within five (5) calendar days if unemployed and within fourteen (14) calendar days if employed elsewhere. Employees on layoff, leaving the area for more than two (2) weeks must notify the Home of their intention to return to work in case of a recall and must make themselves available on the date specified. It shall be sufficient for the Home to send notice of recall to the employee by registered mail at the employee's last known address. Failure to return, shall result in the employee losing all her seniority, and being deemed to have quit.

13.05

- a. If an employee is laid off on a permanent basis she shall receive notice or pay in accordance with the provisions of the Employment Standards Act.
- b. Severance pay will be in accordance with the provisions of the Employment Standards Act.

ARTICLE 14 - INSURANCE

14.01 The Home agrees to contribute one hundred percent (100%) of the premium cost of the following insurance plans for all full-time employees who have completed their probationary period:

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- a. Life Insurance in the amount of \$30,000 and an Accidental Death and Dismemberment rider at the same amount.
- b. An extended health care plan including a drug plan with a deductible of ten dollars (\$10.00) per individual, twenty dollars (\$20.00) per family, once per calendar year.
- c. The Employer will provide a drug card with a dispensing fee cap of seven dollars and fifty cents (\$7.50) and a one dollar (\$1.00) deductible per prescription. A generic substitution of the lowest cost interchangeable drug for drugs covered by the plan will be used unless otherwise prescribed.
- d. A Vision Care Plan providing coverage for lenses and frames at a maximum amount of two hundred and fifty (\$250.00) every two (2) years per person for each employee and her eligible family members. The increase from two hundred and twenty-five (\$225.00) to two hundred and fifty (\$250.00) shall be effective as soon as it can reasonably be implemented.
- e. A Dental Plan equivalent to Blue Cross #9 with a \$50.00 a year per family or single deductible. There will be an on-going ODA fee schedule two (2) years behind the current ODA fee schedule. Effective thirty (30) days following the Award, amend ODA fee schedule with one (1) year lag.

14.02

- a. Employees laid off will have their premiums paid to the end of the month following the month of layoff.
- b. Employees absent due to sickness or non-compensable or compensable accident will have their premiums paid:
 - i. Under three (3) years of service - for one (1) month;
 - ii. Three (3) years of service but less than six (6) years for three (3) months;
 - iii. Over six (6) years of service - for twelve (12) months.

14.03 Effective January 1, 1991:

- a. Accrual and payment of all benefits including shared cost arrangements for all employees shall be on a prorata basis.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 900 and then multiplying by 100.

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

Hours paid in calculating proration formula will include WSIB.

Formula applicable to all employees scheduled to work sixty-seven (67) hours or less unless specifically excluded by the attached Letter of Intent.

When an employee is on:

- i. maternity leave;
- ii. adoption leave;
- iii. approved leave of absence in excess of thirty (30) continuous calendar days;

Proration upon return shall be based on percentage (%) in effect prior to commencement of leave.

b. New Hires

All newly hired employees will be eligible to join the benefit plans once they complete probation.

The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement up to one

hundred percent (100%) of the Employer's paid share of premiums and benefits.

- c. All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula.
- d. Employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July each year.
- e. Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:
 - i. Life - when coverage approved;
 - ii. Dental- *\$100.00 maximum benefit/ covered person;
 - iii. EHC:
 - Drugs - *\$50.00 maximum benefit /covered person.
 - Vision - no benefit during first six (6) months.

* During first twelve (12) months of coverage.

14.04

- a. The Employer is at all times responsible for the enrolment and proper remittance and payment of premiums to the insurance carrier.
- b. All employees covered by the insurances shall be supplied with a copy of a booklet as provided by the insurance company, outlining the coverage to which they are entitled.
- c. If and when the Employer changes insurance carriers, it will supply the Union with a detailed description of the contents of the plan, at the time of implementation.

14.05 Registered nurses shall receive an "on-call" allowance of eight dollars (\$8.00) per shift.

14.06 **Post 65 Benefit Entitlement**

Full-Time – Notwithstanding Article 14 Insurance and Article 16 Sick Leave, full-time employees who continue to be employed past age sixty-five (65) shall be eligible for the following benefits under the same cost-sharing basis as active employees:

- a. Reduce life insurance and AD&D by fifty percent (50%).

In any event, once a full-time employee reaches age 70 and, such employee continues to be

employed, the employee shall cease being entitled to coverage under Articles 14.01 and 16.01 (above) and shall automatically be placed on Payment in Lieu of Benefits as per Schedule “A” for all items now included in the payment.

Part-Time

Notwithstanding Article 14.01 Insurance, Article 14.03 Pro-Ration Formula, Article 16 Sick Leave 21 Uniform Allowance of the Collective Agreement, part-time employees who continue to be employed past age 65 Shall automatically be placed on Payment in Lieu of Benefits as per Schedule “A” for all items now included in the payment.

Payment in Lieu of Benefits (Part-Time Employees (age 65 and over) and Full-Time Employees (age 70 and over)).

Part-time employees who continue to be employed past age 65 and full-time employees who continue to be employed past age 70 shall be paid for all hours worked in accordance with the Wage Schedule of the Collective Agreement plus twenty cents (\$0.20) per hour in lieu of Extended Health Coverage (Vision, Drugs and any other extended health benefits), Dental Coverage, Sick Leave, Life Insurance, Holiday Pay and Uniform Allowance.

ARTICLE 15 - ABSENCE FROM WORK AND REPORTING

15.01 If an employee is unable to report for work, she shall give the Home a minimum of four (4) hours notice. In case of day shift work this time element shall be one (1) hour. If notice is not given within the required time, the employee shall not be entitled to her sick pay on the first day of illness.

15.02 **Notice of Return to Work**

An employee who is off work due to illness or injury shall inform the Employer in advance of return to work for her scheduled shifts in accordance with the following:

Period of Absence	Advance Notice Period
1 day	2 hours
2 – 7 days	8 hours
8 – 14 days	2 days (48 hours)
15 +	3 days (72 hours)

Short-term absences in this Article shall mean more than one (1) day and less than four (4) days.

Long-term absences in this Article shall mean more than four (4) days.

Every employee shall be required to obtain a doctor's certificate upon return to work after an illness which lasts longer than two (2) days. The Home may require a doctor's certificate on the first day of illness.

15.03 During the term of this agreement, where the Employer requires an employee to provide a doctor's note for an absence, the Employer shall pay the cost of the medical certificate.

If the Employer has given the employee notice that the Employer has reasonable grounds to suspect the employee of misuse of sick leave, then the employee shall be responsible for the costs.

The Employer reserves the right to request the employee to see the physician of the Employers choice.

ARTICLE 16 - SICK LEAVE

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

- a. After completion of her probation period, an employee shall be entitled to 9.375 hours of accumulating sick days for each one hundred and fifty-six (156) hours worked (and hours not worked and paid for).
- b. An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period that the normal number of days she would have worked during that period.
- c. An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment

during the time she is off work. If she does, she shall lose all seniority, and be deemed terminated.

- d. Sick bank ceiling shall be set at a maximum of one hundred and twenty (120) days.
- e. Full-time and part-time employees who have sick leave credits, absent on a short-term illness of two (2) days or less duration, shall be paid for the first three (3) such illnesses in any calendar year; for succeeding illnesses of two (2) days' duration or less in any calendar year, employees shall not be paid. If on the succeeding illness employees are off for two (2) days or more, then payment for sick leave shall commence on the third (3rd) day and shall continue as long as credits are available.

It is agreed and understood that occurrences of illnesses where the Employer has required the employee not to attend work due to illness (i.e. declared outbreak) this Article shall not apply.

16.02 If an employee is absent from work because of an injury that is compensable under the Workplace Safety and Insurance Act, she shall not lose any accumulated sick days nor shall she accumulate sick days.

16.03 No sick leave shall be paid if a third party is paying income allowance (e.g., insurance pay for injuries suffered in an automobile accident). However, it is agreed that an employee may use accumulated sick days if insurance payments are held up due to a

dispute; when such a dispute is resolved in favour of the employee, she shall repay the Home and she shall be credited again for the sick days used. The Home may deduct the amount to be repaid from any monies owing her if such is allowed legally.

ARTICLE 17 - LEAVES OF ABSENCE

17.01

- a. An employee shall be entitled to request a leave of absence without pay and without loss of seniority when she requests it for good and sufficient reasons. The application for a leave of absence shall be in writing and shall include the date of departure and the date of return as well as the reasons for the request.
- b. Due to decreased available staff because of vacation and holidays scheduling, no leaves of absence will be granted during the months of July and August and between December 15 and January 5 each year except in cases of emergency.

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

17.03 An employee who overstays her leave of absence shall be considered to have terminated her employment,

unless she has obtained permission from the Home or provided the Home with a satisfactory explanation.

17.04 Leaves of absence will not be granted to probationary employees. Unless stated otherwise in this agreement, an employee on leave of absence will not receive or accrue any benefits.

17.05 All benefits, including seniority, shall stop accumulating when a leave of absence exceeds one (1) month, except as otherwise provided for in this agreement {see 18.01(a), 14.02(b) or 17.06 (b)}.

17.06 Maternity Leave, Adoption and Parental Leave

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

a. Pregnancy Leave

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

The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which

she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii. The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii. The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally medical practitioner stating that she is able to resume her work.
- iv. Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 17.06 (b) of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

b. Parental Leave

- i. An employee who becomes a parent, and who has been employed for at last thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child comes into custody, care or control of the parent for the first time, shall be entitled to parental leave.
- ii. A “parent” includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- iii. Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- iv. The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

c. Pregnancy Parental Leave top up

- i. Pregnancy and Parental Leave of absence shall be granted in accordance with the Employment Standards Act. The pregnancy leave request shall be accompanied by a certificate from a physician stating the expected due date. Benefit coverage during the approved leave shall be in accordance with Article 17.06.
- ii. An Employee on leave set out in a) above, who is in receipt of Employment Insurance Maternity Benefits pursuant to Section 30 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits; and any other earnings. An employee must complete eighteen hundred and seventy-five (1875) hours of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Such payment shall commence on a monthly basis following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employees Employment Insurance cheque stub as proof that she is in receipt of the Employment Insurance Maternity Benefits, and shall continue while the employee in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employer will accept the first EI stub as full and sufficient proof of her eligibility for the top-up payment for the duration of the maternity leave period.

The employees regular weekly earnings shall be determined by multiplying her hourly rate on her last day worked prior to the commencement of the leave, times her average hours worked per week during the four (4) regular pay periods prior to the commencement of the pregnancy leave.

The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for the calculation of the Employment Insurance benefit.

ARTICLE 18 - WORKPLACE SAFETY AND INSURANCE

18.01 Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:

- a. The Home shall continue to pay the benefits provided for in the Agreement for a period of one (1) year subject to the provisions of Article 14.02(b).
- b. Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing she pays the total cost of the premiums to the Home for each monthly period during the absence.
- c. An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this Agreement during any absence covered by WSIB except where specified otherwise. An employee's absence during which she receives WSIB shall be considered as time worked for the purpose of calculating vacation pay, providing the employee returns to work within fifty-two (52) weeks after the injury or illness occurred. WSIB benefits shall not be included in the calculation of vacation pay.
- d. If the anticipated length of an absence due to a compensable accident is two (2) months or more, the Home will post notice of the vacancy in accordance with the job posting procedure in this

Agreement. If the anticipated absence is less than two (2) months, the Home may fill the position with part-time help. An injured employee shall have a period of twenty-four (24) months from the date of the injury within which she shall retain her seniority; within this period she shall have the right to return to work, but only if her doctor indicates to the Home that she has the physical capacity to fully perform her normal job.

- e. If an employee returns to work within twenty-four (24) months from the date of the injury, she shall regain her former job or its equivalent without loss of seniority or benefits accrued to the date of injury. In such a case the returning employee will displace the employee with the least seniority in the category to which the former is returning.
- f. If, in the opinion of her doctor, the employee who returns to work within twenty-four (24) months from the date of the injury is capable only of performing work of a different kind or of a lighter nature and such work is available in a classification mentioned in this Agreement, the employee may exercise her seniority and displace another employee with less seniority in the classification provided the employee is qualified to perform such work, and further shall accept and be paid the scale accorded such classification.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01

- a. An employee who is bereaved of a spouse, child (step-child, natural or adopted) or parent shall be granted a leave of absence of five (5) consecutive days without loss of pay.
- b. An employee who is bereaved of a grandparent, brother, sister, or grandchild shall be granted a leave of absence of three (3) consecutive days without loss of pay.
- c. An employee who is bereaved of a father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle, shall be granted a leave of absence of one (1) day without loss of pay on the days before, on the day of, or following the day of the funeral.
- d. In the event of a delayed internment, an employee may save one (1) of the days identified above without loss of pay to attend the internment.

19.02 The leave of absence shall be between the date of death and two (2) days after the funeral.

19.03 Bereavement pay shall apply only to days upon which the employee was scheduled to work.

19.04 If an employee attends the funeral of a member in the immediate family (as specified in 19.01) while being on sick leave, vacation or holiday, the employee shall not

receive pay, as required in this Article 19, for such bereavement leave.

ARTICLE 20 - JURY DUTY

20.01

- a. The Employer shall reimburse an employee on jury duty at the regular rates of pay for each day while serving on jury duty. The employee must provide the Employer with a signed document from the clerk of the court, stating the days in attendance and the amount of payment received from the court. The Employer shall deduct payments received from the court from the employee's wages.
- b. It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve jury duty.

ARTICLE 21 - UNIFORMS

21.01

- a. All nursing, housekeeping, dietary and laundry staff shall be required to wear a uniform and name tag while on duty.
- b. All employees required to wear a uniform shall be given a uniform allowance by the Home of nine cents (\$0.09) per hour.

- c. Activation will receive a clothing allowance equal to the uniform allowance mentioned above.

ARTICLE 22 - IN-SERVICE AND EDUCATION LEAVE

- 22.01 If in-service scheduled by the Home is mandatory, the employee shall be paid at her regular rate of pay. Normally in-services shall be scheduled during employee's shifts.
- 22.02 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with such courses, as well as the employees' regular wages for time spent. This Article shall not apply to the certified health care aide courses. Time spent shall not be considered as overtime.

ARTICLE 23 - GENERAL

23.01 Graduate Nurses

A graduate nurse is defined as a nurse who is a graduate of the program acceptable to the College of Nurses of Ontario and is in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twelve (12) months following the nurse's date of hire. The graduate nurse shall be

remunerated at the third year RPN rate on Schedule "A."

The continued employment of a graduate nurse shall be in compliance with the Nursing Home Act.

Should a graduate nurse not be employable pursuant to any of the aforementioned, the graduate nurse shall be terminated. The termination of a graduate nurse shall not be subject matter of a grievance or arbitration.

A graduate nurse shall produce her certificate of competence to the Home, at which time she will, be remunerated at the start rate of the Registered Nurses.

23.02 Human Rights

- a. The parties recognize the duty of reasonable accommodation for individuals under the *Human Rights Code* of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge their duty.
- b. Positions established on this article will not constitute new classifications and shall lapse upon the termination, resignation or retirement of the employee in question.

23.03 Personnel Files

The employee shall have the right once a year to review her personnel file upon written request to the Director

of Administration, which shall be granted within five (5) business days at a mutually agreeable time. Said file will be viewed in the presence of the Director of Care. It is understood that employees shall not be allowed access to job references.

All letters of reprimand shall be removed from an employee's record after eighteen (18) months from the date of the offence provided no similar discipline has occurred during that period.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.01

- a. The parties to this Agreement recognize the stewards and the CLAC Representatives as the agents through which employees shall process their grievances.
- b. An employee subject to disciplinary action, which is to be recorded in the employee's personnel file, shall have the right to the presence of a Union steward, or if no Union steward is available, a co-worker of the employee's choice who is working on the current shift.

24.02 Unless stated otherwise, any reference to a number of days in this Agreement shall be a reference to calendar days.

24.03 The Home or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties concerning the interpretation, application or administration of this Agreement.

24.04 A "Group Grievance" is defined as a single grievance, signed by a steward and a CLAC Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

24.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A policy grievance may be submitted by either party to arbitration, by-passing step 1. A policy grievance submitted by the Union shall be signed by a CLAC Representative and submitted to the Home. A policy

grievance submitted by the Home shall be signed by the Home or its representative.

Step 1

Any employee having a complaint must be accompanied by a Steward or CLAC Representative, submit her complaint to her immediate supervisor within five (5) working days (excluding Saturdays, Sundays and holidays) after the act or condition which caused the complaint, including in such complaints reasons for the same. The supervisor will deal with the complaint no later than the third (3rd) day on which the complaint is submitted, and will notify the complainant and the Union Representative of his decision and reasons in writing within three (3) working days following the said meeting.

Step 2

If the complaint is not settled under step 1, a Union Representative will, within five (5) workdays (excluding Saturday, Sundays and holidays) after the decision under step 1 (or the days on which this decision should have been made), submit a written formal grievance to the Director of Administration or designate. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Home shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

ARTICLE 25 - ARBITRATION

25.01 If the parties fail to settle the grievance at step 2 of the grievance procedure, the grievance may be referred to arbitration as follows.

25.02 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate, within fourteen (14) days after receiving the decision given at step 2 of the grievance procedure.

25.03 If a party wishes to arbitrate a dispute, it shall indicate whether it wishes to have this done by a board of arbitration or by a sole arbitrator.

If a party serving the notice opts for a board of arbitration, the two (2) parties shall each nominate an arbitrator within seven (7) days, and each shall notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall jointly select a chairman. If they are unable to agree on the selection of a chairman within seven (7) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairman.

If the party serving the notice opts for a sole arbitrator, the two (2) parties shall jointly select a sole arbitrator. Should the parties be unable to reach consensus on an arbitrator, they shall revert to a tri-partite board as provided for above.

All references in this Article to a board of arbitration shall equally apply to a sole arbitrator.

25.04 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairman of an arbitration board or as a sole arbitrator.

25.05 The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairman of the arbitration board governs.

25.06 Notices of desire to arbitrate a dispute, and of nominations of an arbitrator, shall be served in writing. If served by registered mail, the date of mailing shall be deemed to be the date of service.

25.07 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings, and the party in default refuses or neglects to appoint an arbitrator in accordance with this Article, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance, and his decision shall be final and binding upon both parties.

25.08 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in the Articles dealing with grievance and arbitration

procedures, where it appears that the default was due to a reliance upon words or conduct of the other party.

25.09 The arbitration board is to be governed by the following provisions:

- a. The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Home affected by it;
- b. The board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation;
- c. The board shall not have the power to alter or amend any of the provisions of this Agreement;
- d. The parties and the arbitrator shall have access to the Home to view working conditions or operations which may be relevant to the resolution of a grievance;
- e. The board shall have the power to amend a grievance and to modify penalties;
- f. The board shall have the jurisdiction to determine whether a grievance is arbitrable;
- g. The board shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable;
- h. Each of the parties shall pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the chairman of the

board and shall pay all the costs of its own appointee.

25.10 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in the grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of The Labour Relations Act.

ARTICLE 26 - DISCHARGE, SUSPENSION AND WARNING

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

26.02 Within five (5) workdays following a warning, suspension or discharge, the employee involved (provided she has completed her probationary period) may together with a Union Representative question the Home about the reasons for the warning, suspension or discharge. Within five (5) workdays following this discussion, the Union may process the complaint via step 2 of the grievance procedure.

26.03 No employee shall be disciplined or discharged without just cause.

ARTICLE 27 - UNION EDUCATION AND ASSISTANCE FUND

27.01 The Employer agrees to pay into a special dues fund the amount of three cents (\$0.03) per hour per employee for all paid straight time hours. Such monies to be paid on a quarterly basis into a special fund established by the Christian Labour Association of Canada and shall be utilized by the Union at its discretion.

27.02 The Employer agrees to grant leave of absence for Union business to employees selected by the Union to attend conventions, conferences and to participate in other Union business, subject to the Employer's operational concerns. It is understood that the maximum total of all leaves under this section will not exceed thirty (30) normal working days per employee in any calendar year and requests for such leave of absence shall be made in writing, at least two (2) weeks in advance of the posting of schedule when possible. The Employer shall maintain the member's wages for the duration of such leave and bill the Union to be reimbursed for the payment; after ten (10) working days of leave, the benefit costs shall be added to the Union reimbursement.

ARTICLE 28 - PENSION PLAN

28.01 This plan applies to all employees covered by this Collective Agreement.

- 28.02 It will be mandatory for all employees with six (6) months' employment or more to join the pension plan. New employees will join the plan immediately upon completing six (6) months of employment.
- 28.03 The Employer shall deduct from the covered wages of each eligible employee, each pay, an amount equal to four percent (4%) of such covered wages. The Employer will make a like contribution.
- 28.04 Covered wages as set out in 28.03 above include straight time hourly wages, the straight time portion of holiday pay and vacation pay. All other earnings are excluded.
- 28.05 Where legislation or the Plan prohibits an employee from contributing to the Plan because of age, an amount equivalent to the deductions in Article 28.04 will be paid to the employee.
- 28.06 The Employer agrees to deduct, by way of payroll deduction, and remit to the RPC, additional voluntary employee pension contributions which are above and beyond those contributions outlined in Article 28.04 and 28.05. A request for such deductions shall be submitted to the Employer on a form provided by the Plan and a copy of the completed form shall be sent to the RPC along with the first (1st) remittance of such voluntary contributions.

It is agreed and understood that such additional employee contributions will be a percentage (%) basis of either an additional one percent (1%) or two percent (2%).

28.07 The Employer will remit the employee's and the Employer's contribution to the Union Pension Plan registered with the Canada Customs and Revenue Agency (CCRA) and the Financial Services Commission of Ontario (FSCO) as Pension Plan #0398594, by the fifteenth (15th) day following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each.

28.08 The Employer and the Union will cooperate in providing the information required to administer the pension plan on the employee's behalf. The plan shall be responsible for informing the employees about the plan including an annual statement to each employee, showing their previous year's balance, new contributions made, new earnings and new balance.

ARTICLE 29 - DURATION

29.01 This Agreement shall be effective on the first (1st) day of April, two thousand and seventeen (2017) and shall remain in effect until the thirty-first (31st) day of March two thousand and nineteen (2019) and for further

**OWEN HILL CARE COMMUNITY
COLLECTIVE AGREEMENT APRIL 1, 2017 – MARCH 31, 2019**

periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither party give such notice, this Agreement shall renew itself for a period of one (1) year.

DATED at BARRIE, ONTARIO this 9th day
of January, 2019.

Signed on behalf of
OWEN HILL CARE COMMUNITY

Per Karen Pace

Per [Signature]

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

Per K. Dupuis
[Signature]

Per [Signature]

**OWEN HILL CARE COMMUNITY
COLLECTIVE AGREEMENT APRIL 1, 2017 – MARCH 31, 2019**

SCHEDULE “A”

01 April 2017							
Classification	Start	Probation	1 Year	2 year	3 year	4 year	5 year
Activity Aide	19.42	19.67	20.02	20.33	20.68		
Assistant Cook	19.42	19.67	20.02	20.33	20.68		
Cook	20.15	20.36	20.70	20.94	21.42		
Craft Aide	19.42	19.67	20.02	20.33	20.68		
Dietary Aide	18.62	18.94	19.28	19.65	20.07		
Health Care Aide	19.42	19.67	20.02	20.33	20.68		
Housekeeping Aide	18.62	18.94	19.28	19.65	20.07		
Kitchen Aide	18.62	18.94	19.28	19.65	20.07		
Laundry Aide	18.62	18.94	19.28	19.65	20.07		
Nursing Aide	18.62	18.94	19.28	19.65	20.07		
Registered Nurse	30.42	30.97	31.54	32.05	35.08	40.56	42.90
Registered Practical Nurse	25.07	25.40	25.74	26.10	26.43		
Seamstress	19.42	19.67	20.02	20.33	20.68		

**OWEN HILL CARE COMMUNITY
COLLECTIVE AGREEMENT APRIL 1, 2017 – MARCH 31, 2019**

01 April 2018							
Classification	Start	Probation	1 Year	2 year	3 year	4 year	5 year
Activity Aide	19.69	19.95	20.30	20.62	20.96		
Assistant Cook	19.69	19.95	20.30	20.62	20.96		
Cook	20.43	20.65	20.99	21.23	21.72		
Craft Aide	19.69	19.95	20.30	20.62	20.96		
Dietary Aide	18.88	19.21	19.55	19.93	20.35		
Health Care Aide	19.69	19.95	20.30	20.62	20.96		
Housekeeping Aide	18.88	19.21	19.55	19.93	20.35		
Kitchen Aide	18.88	19.21	19.55	19.93	20.35		
Laundry Aide	18.88	19.21	19.55	19.93	20.35		
Nursing Aide	18.88	19.21	19.55	19.93	20.35		
Registered Nurse	31.03	31.59	32.17	32.69	35.79	41.37	43.76
Registered Practical Nurse	25.42	25.76	26.10	26.47	26.81		
Seamstress	19.69	19.95	20.30	20.62	20.96		

22 October 2018 - \$0.25 Special Adjustment							
Classification	Start	Probation	1 Year	2 year	3 year	4 year	5 year
Registered Practical Nurse	25.67	26.01	26.35	26.72	27.06		

Retroactivity for all employees on staff on the date of the Award.

Increase the current in charge premium from six (\$6.00) dollars to seven (\$7.50) dollars and fifty cents per shift for Registered Staff who are assigned by the Home to be in charge of the building, for each full shift so worked.

Employees who have completed the Health Care Aid course at an approved community college or have a Registered Nurse or Registered Nursing Assistant certificate, and who are working as Nursing Aids, shall receive the Health Care Aid rate.

Employees assigned to work on the first shift shall receive a premium of thirty-five cents (\$0.35) per hour in addition to the regular rate. Employees assigned to work on the third shift shall receive a premium of twenty-five cents (\$0.25) per hour in addition to the regular rate.

Employees who have the Food Service Workers Certificate shall receive a premium of ten cents (\$0.10) per hour in addition to the regular rate.

Registered Nurses will receive a shift premium of fifty cents (\$0.50) an hour for all time worked on the first and third shifts.

Effective three (3) pay periods following the Award, a weekend premium of twenty-five cents (\$0.25) per hour for every hour worked will be paid to employees who work between 10:00 p.m. on Friday and 10:00 p.m. on Sunday.

LETTER OF UNDERSTANDING #1

Between

**OWEN HILL CARE COMMUNITY
(hereinafter referred to as "the Employer")**

And

**HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL
304
(hereinafter referred to as "the Union")**

Full-time employees who are on staff as at April 12, 1990 and who, voluntarily or otherwise, leaves the employment of the Home shall be paid at current rates of pay her unused balance of sick hours (to a maximum of 75 hours) accumulated during her term of employment.

LETTER OF UNDERSTANDING #2

Between

**OWEN HILL CARE COMMUNITY
(hereinafter referred to as "the Employer")**

And

**HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL
304
(hereinafter referred to as "the Union")**

Employees may request their vacation pay prior to taking their vacation time, should funds be available. If an employee wishes to exercise this option, they must notify the Employer two (2) weeks in advance of payment.

LETTER OF UNDERSTANDING #3

Between

**OWEN HILL CARE COMMUNITY
(hereinafter referred to as "the Employer")**

And

**HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL
304
(hereinafter referred to as "the Union")**

Re: Registered Staff - Recognition of Previous Experience

After completion of probation the Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

LETTER OF UNDERSTANDING #4

Between

**OWEN HILL CARE COMMUNITY
(hereinafter referred to as "the Employer")**

And

**HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL
304
(hereinafter referred to as "the Union")**

The calculation under 2.02 shall be determined twice per year, based upon the hours in each six (6) month period which coincides with the posting of the seniority list. The number of hours paid shall be divided by thirteen (13) to determine the number of hours an employee works on a regular and recurring basis.

The results of the calculation will determine an employee's full or part-time status for the six (6) months following.

This formula will apply to all employees scheduled to work sixty-seven (67) hours or less, bi-weekly. When an employee is on;

- i) Maternity leave;
- ii) Adoption leave;
- iii) Approved leave of absence in excess of thirty (30) continuous calendar days.

Status upon return shall be based on the status in effect prior to commencement of leave.

Hours paid in calculating status formula will include WSIB.

LETTER OF UNDERSTANDING #5

Between

**OWEN HILL CARE COMMUNITY
(hereinafter referred to as "the Employer")**

And

**HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL
304
(hereinafter referred to as "the Union")**

Re: Nursing Graduate Funding Initiative/HFO

These HFO positions are for newly graduated RPN and RNs from a nursing program.

- a) The HFO work will be temporary full-time positions
- b) HFO created in accordance with this letter of understanding will not be subject to internal postings
- c) HFO positions will be in a formal mentorship arrangement
- d) These positions will be in addition to the regular staff compliment
- e) Regular staff will not be laid off as a result of the creation of HFO positions
- f) Seniority will accrue for the period in the temporary position
- g) Seniority accrued during the temporary position may not be assigned to the employee until they have completed six (6) months in a permanent position

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