

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BAYBRIDGE (ARNPRIOR) INC.  
ISLAND VIEW RETIREMENT SUITES**

**- AND -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

**FULL AND PART-TIME**

**EFFECTIVE: MARCH 1, 2013 11**

**EXPIRES: FEBRUARY 28, 2018 13**

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union and the employees, which is in every respect conducive to their mutual well-being. The parties here by pledge to fairly administer this Agreement as one means by which that purpose can be achieved.

1.02 The parties recognise that where legislation is superior to the provisions contained in this Agreement such legislation shall prevail. This shall include but is not limited to such statutes as the *Ontario Human Rights Code*, the *Employment Standards Act* and the *Ontario Health and Safety Act*.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 In accordance with the provisions of the *Labour Relations Act, 1995*, the Ontario Labour Relations Board has certified the Service Employees International Union Local 1 Canada as the bargaining agent for all employees of BayBridge (Arnprior) Inc save and except supervisors, person above the rank of supervisors and office and clerical.

2.02 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies or visa-versa.

2.03 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

2.04 The Employer undertakes that they will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes that it is the responsibility of the Employer to manage the Residence and, without limiting any provision within this agreement to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, transfer, layoff, recall, promote, demote, classify, direct and schedule employees;
- (c) Discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, demotion, or a claim that an employee who has completed her probationary period has been discharged or disciplined

without just cause may become the subject of a grievance, and be dealt with hereinafter provided.

The confirmation or discharge of a probationary employee on or before the end of the probationary period shall be solely at the discretion of the Employer and shall not become the subject of a grievance,

- (d) Determine and establish the work to be done, the location, standards, methods, procedures, work assignment and the amount of supervision necessary for the care, welfare, safety and comfort of the residents in the Residence. This includes the right to introduce new and improved methods, facilities, equipment, and the increase or reduction of personnel in any particular area in part or on the whole, the combining or splitting up of a department(s) as is reasonable for the efficient operation of the Residence. The Union will be given adequate notice of any such change and an opportunity to meet with the Employer prior to such change being final;
- (e) Make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees. No rules shall be introduced without prior consultation with the Union;
- (f) Determine the number of employees required and duties to be performed by each. If there is any significant alteration in this respect the Employer agrees to discuss such alteration with the Union prior to implementation and consider any submission by the Union concerning the alteration.

#### **ARTICLE 4 – DEFINITIONS**

- 4.01 Full-time employees are hereby defined to be those persons regularly employed on average, sixty (60) hours or more bi-weekly.
- 4.02 Part-time employees are hereby defined to be those persons regularly employed on average, less than sixty (60) hours bi-weekly.
- 4.03 No Employee presently designated as full time will have their status changed to part time as a result of this provision. The list of the above mentioned designated Employees are set out in Schedule “A”
- 4.04 Unscheduled part time is defined as a person who has no regular shifts.
- 4.05 The terms “regular pay” and “straight pay” when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule “A”.
- 4.06 The word "employee", "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement which employees are within the bargaining unit and for whom the Union is recognized as the bargaining agent. The provisions of this Agreement shall be read with all generic, grammatical, singular and plural changes as required by the circumstances.

- 4.07 The first shift of the day shall be the shift where the majority of hours are completed before 8 a.m.
- 4.08 Where the hours of work are averaged over a two (2) week period that two (2) week period will be the same two (2) weeks as the pay period.
- 4.09 Reference to “working days” in this Agreement shall be exclusive of Saturdays, Sundays and Paid Holidays.
- 4.10 Any reference to doctor will include, where appropriate, nurse practitioner from any recognised medical facility or practice.
- 4.11 Wherever the term Union Representative is used in this Agreement it shall mean any employee working for and/or on the active payroll with the Union. Union Representative shall mean and include Business Agent, International Representative, etc.

## **ARTICLE 5 - UNION SECURITY**

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.
- 5.02 (a) As a condition of employment, the Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.

Such dues shall be deducted from each pay for employees. In the case of newly hired employees each employee shall be subject to a one (1) time Union Initiation Fee as directed by the Secretary Treasurer of the Union Initiation Fees and Dues deductions shall commence in the month of hire.
- (b) The Employer agrees to forward a list of dues deductions in an electronic format designed by the Union showing the names, current addresses, phone numbers, Social Insurance Numbers, highlighting new hires, resignations, terminations, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees for whom deductions have been made.
- 5.03 (a) Monthly deductions shall be made and forwarded to the Secretary Treasurer of the local Union on or before the 15<sup>th</sup> of the month following which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues the month following with the reason why dues were missed.
- (b) The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer’s conclusive authority to make the deductions specified.

- 5.04 (a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- (b) The Employer will provide each employee with a T4 slip showing the annual union dues paid by that employee for the year previous.

5.05 Notification

The Employer will inform the Chief Steward of all hires, transfers, promotions, demotions, resignations and retirements.

5.06 Union Orientation

It is mutually agreed that the Union Steward will meet for up to fifteen (15) minutes with each new employee within the first fourteen (14) days of employment for the purpose of informing such employee of the existence of the Union in the Residence. The Employer will schedule this meeting during the Steward's shift.

5.07 Employment of Disabled Workers

The Union and the Employer acknowledge their obligations 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 those obligations to be administrated.

**ARTICLE 6 - NO STRIKES OR LOCK-OUTS**

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario *Labour Relations Act*, as amended.

**ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES**

7.01 Negotiating Committee

- (a) If negotiations are carried on individually the Union will elect or otherwise select a Negotiating Committee consisting of two (2) employees.
- (b) All members of the Committee shall be regular employees of the Employer who have completed their probationary period.

- (c) The Residence members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiation of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings. If a Committee member needs to have a replacement for an evening or night shift, because of the time of day in which the meeting must take place and/or duration of a meeting, the Steward will be paid for the shift that has been replaced.

## 7.02 Union Administrative Committee

The Employer will recognize a Union Administrative Committee which shall consist of a Chief Steward and two (2) stewards, ~~at least one (1) of which shall be a member of the part-time bargaining unit.~~ Not more than two (2) Committee members shall meet with Management at one time. The Employer shall be advised in writing of the names of members of this Committee and shall be notified of any changes from time to time.

All members of the Committee referred to above shall be regular employees of the Employer who have completed their probationary period.

- 7.03 (a) A Steward may be permitted by her supervisor during working hours to leave her post to investigate complaints and/or grievances. The Employer shall pay the Steward their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances. Such persons will not leave their regular duties without notifying their immediate supervisor and will report back to the supervisor when they return to their regular duties. Such consent shall not be unreasonably withheld by the supervisor.

Union Stewards shall be paid for all time spent in a grievance meeting that occurs during their regularly scheduled hours and such payment will include up to and including any grievance mediation.

All time paid shall be considered time worked. If a Steward needs to have a replacement for an evening or night shift, because of the time of day in which the meeting must take place and/or duration of a meeting, the Steward will be paid for the shift that has been replaced.

- (b) All discipline, except verbal warning, will be given in writing. Both the employee and the Chief Steward will be given a copy. If an employee is to be called in by the Employer to discuss a matter that involves progressive discipline, she shall be so advised prior to entering meeting. Unless the employee wishes otherwise, she shall be accompanied by a Steward who shall attend the meeting without any loss of wages. Where more than one Steward is on the premises, the employee shall be accompanied by a Steward of her choosing.
- (c) Disciplinary meetings shall take place during the employee's scheduled shift unless, due to the nature of the infraction, the Employer deems it necessary to take immediate action or no union representation is available.

- (de) The employee and the Steward shall be allowed to meet for a reasonable period of time in private during or after the meeting if requested by either party.
- (e) When discipline is to be administered, the reason(s) for the discipline shall be communicated during the meeting and confirmed in writing to the employee within three (3) days of the meeting.
- (f) The Employer agrees to provide a template copy of any documents requesting employees' signatures, new policies or procedures to a Union Steward and through the Labour Management Committee.

#### 7.04 Labour 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 will apply.

An equal number of representatives of each party as mutually agreed 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, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. In addition other suitable subjects for discussion will include orientation, training requirements, policies, application of legislation, aggressive residents and workload issues; etc.

Stewards attending such a meeting shall be paid for wages lost from regularly scheduled hours. All time spent attending said meetings shall be considered time worked. If a Steward needs have a replacement for an evening or night shift, because of the time of day in which the meeting must take place and/or duration of a meeting, the Steward will be paid for the shift that has been replaced. A Union staff member may attend as a representative of the Union. Meeting will be held quarterly unless otherwise agreed.

#### 7.05 Union Meeting Space

The Residence agrees to provide the Union with meeting space at the Residence with which to conduct monthly Union meetings with members of the bargaining unit, if available. The Union recognizes that the building is our resident's home and the meetings shall not interrupt or diminish the homelike atmosphere of the Residence.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### 8.01 Complaints and Grievances

- (a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.



- (b) All complaints and grievances shall be taken up in the following manner:

Complaint Step/Early Resolution

An employee having a question or complaint shall refer it to her immediate supervisor within eight (8) working days of the actual occurrence leading to the question or complaint. The immediate supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from date of submission.

It is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. The grievor may have the assistance of a Union Steward if she so desires.

Step 1

If the matter is not settled, then within five (5) working days after the decision is given by the immediate supervisor, the Union Steward may submit the grievance in writing to the immediate supervisor. A meeting will then be held between the immediate supervisor, the Union Steward and the grievor. The decision of the immediate supervisor shall be given in writing within five (5) working days following the submission of the grievance.

Step 2

If the matter is not settled or the immediate supervisor failed to render a decision at Step 1, then within five (5) working days after the decision is given in Step 1, the grievance may be submitted in writing to the Executive Director. A meeting will then be held between the Executive Director or her designated representative, a maximum of two (2) Union Stewards and the grievor. It is understood that at such a meeting the Executive Director or her designated representative may have such counsel and assistance as she may desire. The grievor may have a maximum of two (2) Union Stewards and the SEIU Union Representative or an International Representative of the Union. The decision of the Executive Director or her designated representative shall be given in writing to the Union Steward and the Union Representative within five (5) working days following the meeting.

- 8.02 Any of the time allowances above may be extended by mutual agreement of the parties.

8.03 Discharge Grievance

The Steward will submit the grievance in writing within four (4) working days after the employee is notified of her discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. Such grievance will be disposed of within seven (7) working days (or longer if mutually agreed upon) of the date the employee is notified of her discharge, except where a case is taken to Arbitration. All steps of the grievance procedure to Step 2 may be omitted in such cases.

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

#### 8.04 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step 2 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred or come to the attention of the Employer; the SEIU Union Representative shall give her decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step 2 of the grievance procedure.

#### 8.05 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

#### 8.06 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Executive Director or his/her designate within seven (7) working days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### 8.07 Grievance Mediation Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within twenty (20) working 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.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.

- (c) 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.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) 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.
- (i) The Union and Employer will share the cost of the Mediator, if any.

8.07 8 All agreements reached under the grievance procedure between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).

#### 8.08 9 Arbitration

- (a) Failing settlement of any grievance under the foregoing procedure the grievance may be submitted to arbitration as hereinafter provided. When either party submits a grievance to arbitration it shall advise the other party in writing within twenty (20) working days of the last step of the grievance procedure and submit a list of not less than three (3) nominees for Arbitrator. If no written request for arbitration is received within twenty (20) working days after the decision is given, the grievance shall be deemed to have been abandoned and shall not be the subject of another grievance. Timelines may be extended by mutual agreement.
- (b) Within ten (10) working days thereafter, the other party shall agree to one of the proposed names or, in the alternative, respond with not less than three (3) names. If the parties fail to agree on an Arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure.
- (c) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, add to or amend any part of this Agreement.

- (d) No matter may be submitted to Arbitration which has not been properly carried through the grievance procedure.
- (e) The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- (f) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance.
- (g) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Residence to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Residence.
- (h) No costs of any Arbitration shall be awarded to or against any party.
- (i) Each of the parties hereto will pay their own expenses and share equally the fees and expenses, if any, of the Arbitrator.

## **ARTICLE 9 – SENIORITY**

9.01 Whenever the terms service or seniority are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of continuous employment with the Employer subject to the following conditions:

- (a) Seniority shall be adjusted to exclude any period of an approved absence, not including an absence due to a medically approved illness, **injury or disability accident**, not paid by the Employer and exceeding thirty (30) continuous days. For clarity, during an approved absence, not paid by the Employer, not exceeding thirty (30) days or for any approved absence paid by the Residence, both service and seniority will continue to accrue.
- (b) Notwithstanding the above, seniority will accrue for a period of thirty six (36) months if an employee's absences is due to a disability resulting in WSIB wage replacement benefits. For clarity, should the employee not be terminated as per 9.05 (e), for whatever reason, the employee will not continue to accrue seniority.

### 9.02 Probationary Employee

- (a) All regular Full Time employees will serve a probationary period of three (3) months.
- (b) All Part-time employees will serve a probationary period of three hundred and fifty (350) hours.

- (c) Probationary employees shall not accrue seniority. Upon completion of the probationary period the employee shall be credited with seniority for all time worked during the probationary period.

9.03 In the case of promotions, demotions or permanent transfers of employees, the qualifications, experience, ability and seniority of the employees shall be considered.

**Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy.**

9.04 Seniority Lists

- (a) The Employer shall supply the Union Office and the Chief Steward with an electronic and a hard copy of separate full and part-time seniority lists in January and July of each year, showing employees' names, classification, their seniority and start dates.
- (b) Should there be a tie of date of hire of two (2) or more full time employees, the tiebreaker used shall be a lottery.
- (c) When compiling a seniority list in January and July of each year, the Employer shall calculate seniority of all full time employees based on date of hire and part time employees based on hours worked. An employee's seniority date shall not predate their date of hire. The Employer will also indicate the status of any employee occupying a temporary position.

Full Time

An employee whose status changes from the full-time to part-time, their seniority in the part time unit will be equal to the employee's seniority converted to hours on the basis of one (1) year equals 1800 hours.

Part time

Seniority will be calculated on the basis of 1800 hours equals 1 year seniority

An employee whose status changes from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any hours worked in excess of an equivalent shall be prorated at the time of transfer.

9.05 Loss of Seniority

- (a) An employee shall lose all seniority and her employment shall be deemed to be terminated if she:
- (b) voluntarily resigns, retires or is discharged for just cause and such discharge is not reversed through the grievance procedure; or

- (c) is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (d) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (e) is absent from work for more than eighteen (18) months by reason of lay-off; or
- (f) is absent from work for more than thirty-six (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (g) fails to report for her first scheduled shift following the expiration of a leave of absence, unless a justifiable reason is given or she obtains approval ;or
- (h) while on a Leave of Absence, is engaged in gainful employment without the permission of the Employer.

## **ARTICLE 10 – JOB SECURITY**

### 10.01 Lay-Off and Recall

In the event of a proposed layoff of a permanent or long-term nature, the Residence will provide the Union with at least four (4) weeks' notice. This notice is not in addition to required notice for individual employees.

In the event of a layoff of a permanent or long-term nature, the Residence will provide affected employees with notice in accordance with the Employment Standards Act.

### 10.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the skills to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
  - (i) accept the lay-off; or
  - (ii) bump an employee with less bargaining unit seniority and who has scheduled hours equal to or less than the employee being laid off, and is in a lower or identical paying classification for which they are qualified, as required by law, and can perform the duties without training other than orientation.
  - (iii) Chain bumping will be allowed,

- (iv) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

### 10.03 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the skills to perform the work.
- (b) 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 lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) 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 after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (f) A laid-off employee shall retain the rights of recall for a period of eighteen (18) months.
- (g) The job posting procedure as set out in the Collective Agreement will continue to apply and a laid-off employee will be notified and respond in accordance with Article 10.03 (d).

10.04 Severance pay will be in accordance with the provisions of the *Employment Standards Act* unless otherwise amended by this agreement.

## **ARTICLE 11 - JOB POSTING**

- 11.01 (a) In the event new jobs are created, a temporary job becomes permanent or vacancies occur in existing job classifications including new positions created for a specific term or task. The Employer will notify the Chief Steward or designate of the vacancy and/or if the Employer intends to make any changes to the vacant position prior to posting.
- (b) The Employer agrees to provide the Chief Steward or designate with a copy of each job posting, the names of the applicants and the name of the successful applicant.
- 11.02 (a) The Employer will post such new jobs or vacancies for a period of **seven (7) nine (9)** working days, and shall stipulate the start date, hours, qualifications, classification, rate, department, application process, closing date and the date the successful applicant **is to be notified will be communicated**. All applications must be received in writing to be considered for the position.
- (b) All applications received will be considered within seven (7) days of the end of the posting procedure.
- 11.03 Until the vacancy, resulting from job posting provisions, is filled the Employer is free to fill the vacancy on a temporary basis as he sees fit.

~~11.04 No external applications will be considered until the internal process is exhausted.~~

- 11.054 In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy.

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

- 11.065 The successful applicant shall be placed in a trial period in the new position for a period of seventy-five (75) working hours. The trial period may be extended by request of either party, but in any case, no longer than an additional seventy-five (75) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

- (i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
- (ii) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.



In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

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

11.076 It is understood that the Employer may elect to fill the vacancy in a part-time bargaining unit by expanding the hours of work of existing part-time employees in order of seniority.

11.087 Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

#### 11.098 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted in accordance with the job posting process. Employees working fewer hours than the hours offered in the temporary vacancy shall be given the first opportunity to fill temporary vacancies. The selection of these applicants will be in accordance with Article 11.05. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period.

If the part time employee continues in the temporary position for more than twelve (12) months that affords her more benefits the part-time employee will be eligible for the remainder of the temporary position for those benefits. When the temporary position ends, the employee returns to her part time position and her previous benefits arrangements.

An employee returning from leave of absence shall have the right to return to her former position. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s).

11.109 Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

## **ARTICLE 12 – CONTRACTING OUT**

12.01 The Employer 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.

## **ARTICLE 13 – WORK OF THE BARGAINING UNIT**

13.01 Persons outside the bargaining unit shall not perform work normally performed by employees in the bargaining unit that will result in layoff of an employee in the bargaining unit. Positions excluded from the bargaining unit may continue to perform their duties and this will not be considered a violation of this Article.

## **ARTICLE 14 – PRINTING**

14.01 The Employer and the Union will share equally in any cost of printing the Collective Agreement.

## **ARTICLE 15 - LEAVES OF ABSENCE**

15.01 The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

### 15.02 Pregnancy and Parental Leave

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

### 15.03 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.

Additional leave of absence may be taken under Article 15.05 Parental Leave.

15.04 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.

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

#### 15.05 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 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 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.
- (d) 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 (c) above (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.

## 15.06 Union Leave

- (a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Residence.
- (b) In requesting such leaves of absence, the Union must give one (1) week notice in advance of the schedule posting to the Employer to be confirmed by the Union in writing wherever possible. Requests with less notice shall be considered on a case by case basis.
- (c) Employees on a Union leave of absence up to thirty (30) days will be maintained on their regular pay and benefits by the Employer. The Union will fully reimburse the Employer for all costs associated with the compensation of the employees while on such leave.
- (d) Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

## 15.07 Bereavement Leave

The following shall have the same terminology and leave when referring to common-law and same sex partner relationships.

- (a) Upon the death in an employee's immediate family an employee shall be granted leave of three (3) days without loss of pay.

It is agreed that the immediate family shall mean the employee's spouse, son, daughter, foster-children mother, father, step-parents, foster parents, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, step-grandparent, spouse's grandparent, step-grandchildren and grandchildren, step-children, legal guardian, **brother in law and sister in law.**

- (b) In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment.
- (c) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of **her brother in law and sister in law** his or her aunt or uncle, niece or nephew.
- (d) Should bereavement of an immediate family member occur during a paid holiday

or vacation the holiday and/or the proportion of the employee's vacation interrupted shall be deemed to be bereavement leave will be rescheduled to dates mutually agreeable between the Employer and employee.

- (e) It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.

Note: Where the word "funeral" is mentioned in this Article, it is acknowledged that the religious or cultural practices of the bereaved may differ and shall not be used to deny the bereaved employee the entitlement referenced in any Article or part thereof. For greater clarity, all employees shall receive the same amount of entitlement referenced regardless of the practice or ritual, including the final disposal of the remains, and notwithstanding the choice not to have a ritual of any kind.

#### 15.08 Jury and Witness Duty

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

- (a) notifies the Residence 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 Residence the full amount of compensation received excluding mileage, travel and meal allowance and official receipt thereof.

#### 15.09 Educational Leave

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 the courses.

The Executive Director may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) months' notice in writing unless impossible and provided that such a leave may be arranged without inconvenience to the normal operations of the Residence. Applicants, when applying, must indicate the date of departure and specific date of return.

#### 15.10 Election to Public Office

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties. Seniority and service shall continue consistent with the Collective Agreement.

## **ARTICLE 16 - HOURS OF WORK**

16.01 The following is intended to define the normal hours of work for employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

- (a) The regular work shift for employees shall be a maximum of seven and one half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period. The Employer agrees that there shall be no split shifts.
- (b) A part-time shift shall not be less than four (4) hours in length.
- (c) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for seven and one-half (7½) hours, notwithstanding the fact they have worked either six and one-half (6½) hours or eight and one-half (8½) hours.

### 16.02 Work Schedule

- (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance.
- (b) To ensure consideration, employee requests for specific days off must be submitted to the Executive Director or designate one (1) week in advance of posting. Requests received after the deadline may or may not be considered. No request will be unreasonably withheld. Where the Employer cannot accommodate the request, the employee can exchange shifts with other qualified employees, in accordance with the requirements of the current shift exchange form, which must be authorized by management.

No employee can "give away" scheduled shifts to another employee without the approval of the Executive Director or their designate.

- (c) An employee returning from leave of absence shall have the right to return to her former position. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). The Employer shall notify the incumbent of the temporary vacancy of the return to work of the regular employee as soon as possible.
- (d) No employee shall be scheduled to work more than six (6) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1½) times the employee's applicable hourly rate shall be paid for any days worked over six (6) consecutive days, except in the case of an exchange of shifts between employees.
- (e) The Employer will arrange shift schedules such that all employees will receive a minimum of one (1) weekend off in two (2).

This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

### **16.03 Availability Lists, Call Ins, and Fill Ins**

#### **(a) Availability lists:**

**(i) The Employer shall maintain an adequate availability list in order to ensure the replacement of absent employees.**

**(ii) Employees shall express availability, adapted to their needs, in writing on the Availability form. The availability so expressed shall automatically be renewed if the employee makes no changes. Availability and/or changes must be provided, in writing, one (1) week in advance of posting of the schedule.**

**(iii) Employees scheduled for 75 bi-weekly hours shall not be obliged to express availability.**

**(iv) The availability form shall include the following information:**

- Name of the employee;
- Date the employee filled out the form;
- Period of application;
- Classification;
- Day(s);
- Shift(s);
- Weekdays or weekends;
- Also available to work in other classifications.

#### **(b) Call-Ins**

**(i) "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.**

**(ii) All call-in of shifts shall be given in order of seniority, by classification first, on a rotational basis of those employees on the availability list, at non overtime rates of pay. Therefore, qualified alternate employees from other classifications at non-overtime rates of pay may then be considered.**

**(iii) The Employer will maintain a call-in log which will be available for viewing by the employees and the union.**

**(iv) The call-in log shall show:**

- The shift (start time, date, duration) to be covered,
- The name of the worker who is absent,

- The date and time the Employer was notified of the absence
- The current seniority list for the classification (the form may also include a list of alternate qualified workers from other classifications at the bottom),
- The last worker to accept a call-in shift,
- The date and time of the call out,
- The name of the caller,
- The order in which the workers were called and the response and the time of the response of each employee called.

**(c) Fill-In**

- (i) “Fill-in” shall mean scheduling an Employee to work to fill in absences of other employees that are known to their Employer prior to the posting of the schedule. Employees shall be scheduled in accordance with their declared availability.
- (ii) All fill-in shifts shall be given in order of seniority, by classification first, to those employees on the availability list, at non overtime rates of pay. Thereafter, qualified alternate employees from other classification at non overtime rates of pay may then be considered.

**16.04 Lunch or Meal Periods**

Lunch or meal periods will be uninterrupted, except in cases of emergency. Should an employee be recalled to duty during her mealtime, additional time shall be provided later in the shift. Proper facilities will be provided for employees who may bring their own lunch, and locker facilities will be provided.

The Employer agrees to the possibility of providing meals for employees working the night shift subject to the following conditions:

- (a) Reasonable notice will be required by the Culinary Department from employees wishing to have meals provided; and
- (b) Employees will be required to pay for meals in advance and such payment will be non-refundable.

**16.05 Relief Periods**

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

<u>Shift Length:</u>	<u>Breaks</u>
- 4 or more hours	1 – 15 minute break
- 7.5 or more hours	2 - 15 minute breaks

In addition to the above, any shift over 5 (five) hours will also have a ½ hour unpaid meal period within the shift.



## **ARTICLE 17 - PREMIUM PAYMENTS**

### 17.01 Overtime

- (a) Overtime shall be paid for all hours worked over eight (8) hours in a shift or eighty-four (84) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay.
- (b) In the event employees utilize the shift exchange process, the employer 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.
- (c) If an employee works an extra continuous full shift as overtime, one (1) free meal will be supplied during such shift, in addition to overtime rates paid.
- (d) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- (e) An employee who is absent on paid time during her scheduled work week because of paid leave, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

### 17.02 Shift Premiums

- (a) Evening Premium

Twenty-five cents (\$0.25) per hour worked evening premium payable for hours in a shift where the majority of the hours scheduled are between 1500 hours and 2300 hours.

- (b) Night Premium

Thirty cents (\$0.30) per hour worked evening premium payable for hours in a shift where the majority of the hours scheduled are between 2300 hours and 0700 hours.

### 17.03 Minimum Reporting Pay

If an employee reports for work at the regularly scheduled time for his or her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

- (a) The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence.
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

#### 17.04 Call Back

- (a) When an employee is called back to work after leaving the Residence premises upon completion of her shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1½) her regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.
- (b) Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call back premium but in no case shall the employee collect two call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

#### ~~17.05 Call In~~

- ~~(a) "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.~~
- ~~(b) All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non overtime rates of pay.~~

Moved to 16.03

### **ARTICLE 18 – ALLOWANCES**

#### 18.01 Uniform Allowance

Where a uniform is required, the Employer will supply the following to its employees:

<b><u>Classification</u></b>	<b><u>Uniform Provided</u></b>
<b>Cooks 1 &amp; 2</b>	<b>Chef's Coat</b>
<b>Server</b>	<b>Blouse/Dress Shirt</b>
<b>Wellness Nurse/MCP/RCP</b>	<b>Lab Jacket</b>
<b>Housekeeping</b>	<b>Golf Shirt</b>

Full time employees will receive three (3) tops per year  
Part time employees will receive two (2) tops per year

### **ARTICLE 19 - HEALTH AND SAFETY**

- 19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Residence, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time. The Employer shall prepare a comprehensive policy on resident handling and safe work practices within six (6) months of the date of settlement/award. Such policies will be reviewed by the Joint Health and Safety Committee.

19.02 A joint management and employee Health and Safety Committee shall be constituted with representation of at least half by employees from the bargaining unit, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall conduct inspections and hold meetings in accordance with the *Ontario Health and Safety Act*.

Scheduled time spent in preparation and during such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an Inspector makes an inspection of a workplace under the powers conferred upon him or her under the *Occupational Health and Safety Act*, the employer shall afford a certified Committee member representing workers the opportunity to accompany the Inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the Inspector during his or her physical inspection of a workplace, or any part or parts thereof.

19.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the Health and Safety Committee the results of their inspection. The members of the Committee who represent the workers shall designate a certified member or person who is properly trained to inspect the workplace. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government Inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

19.04 The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

19.05 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 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.

19.06 Violence

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-Article (a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

(f) No Discrimination or Harassment:

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

The parties agree that harassment includes engaging in a course of vexatious comment or conduct against a worker. This includes behaviour that demeans, embarrasses, humiliates, annoys, alarms, or verbally abuses a person that is known or would be expected to be unwelcome.

Where a bargaining unit member has a complaint of harassment or discrimination by a manager or another bargaining unit member, she shall bring such complaint to the attention of the Employer.

In the case where the alleged harassment is between members of the bargaining unit, the Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Steward.

If the complaint directly or indirectly involves the complainant's supervisor or a Steward she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

Should the complainant not be satisfied with the response she is entitled to file a grievance under the terms of this Collective Agreement.

The Employer agrees to abide by *Ontario Bill 168 (OHSA)* and *Ontario Human Rights Code*.

19.07 The Employer shall:

- (i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- (ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (iii) ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

19.08 A worker shall,

- (i) work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
- (ii) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- (iii) report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- (iv) report to his or her Employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which he or she knows.

19.09 Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

#### 19.10 Infectious Diseases

The Employer and the Union desire to prevent the spread of infectious diseases in the Residence.

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and on-going education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

19.11 The Employer will use its best efforts to record and report all needle sticks and sharps incidents.

19.12 The parties agree that if incidents in the workplace involving aggression, harassment or discrimination by a resident and/or family member or friend of the resident occur, the Employer will address the legitimate health and safety concerns of employees. Such action will be recorded and reviewed at the Occupational Health and Safety Committee subject to confidentiality considerations of the resident and subject to personal information disclosure required by legislation.

19.13 The Joint Health and Safety Committee will discuss and shall recommend, where appropriate, appropriate measures to promote health and safety in workplaces, including, but not limited to:

Musculoskeletal Injury Prevention  
Needle Stick Injury Prevention  
Personal Protective Equipment

Training designed to ensure competency under the *Act* for those persons with supervisory responsibilities.

## **ARTICLE 20 - PAID HOLIDAYS**

20.01 Employees shall receive the following holidays with pay:

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

**If a holiday is proclaimed during the term of the collective agreement, such holiday will be included under article 20.01.**

- 20.02 Holiday pay will be computed on the basis of averaging of hours or the number of hours the employee would otherwise work had there been no holiday whichever is the greater, at her regular rate of pay.
- 20.03 An employee will qualify for holiday pay if the employee worked her scheduled day before and scheduled day after the holiday unless the absence was for reasonable cause and has worked at least one (1) day in the two (2) week period preceding the holiday.
- 20.04 An employee who is required to work on any of the above mentioned holidays will have the option of, in addition to her holiday pay, be paid at the rate of one and one-half (1½) times her regular rate of pay or, be paid at the rate of one and one-half (1½) times her regular rate of pay and take a lieu day at her holiday pay.
- 20.05 Any employee scheduled to work on a holiday, and who does not report for work without reasonable cause, shall forfeit her holiday pay.
- 20.06 If one (1) of the above named holidays occurs on an employee's regular day off, or during her vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the vacation.
- 20.07 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.
- 20.08 Employees may request they be allowed to observe religious holidays that are not recognised by legislation. To accommodate such observances the Employer may grant a lieu day from a worked holiday, take a vacation day or an unpaid day.
- 20.09 The Employer will offer to each employee a minimum of two (2) days at either Christmas or New Year's on a rotational basis from year to year between the two sets of holidays.

**ARTICLE 21 – VACATIONS**

- 21.01 For the purpose of calculating eligibility, the vacation year shall **commence January 1** ~~be June 30~~. For the purposes of this Article, gross earnings shall include all earnings from the previous year, including, but not limited to vacation payments.

For the purposes of calculating vacation entitlement service date will be recognised for part-time employees as well as full time.

- 21.02 A blank vacation schedule from which the employees may request their vacation will be posted on March 1 and the resulting summer vacation schedule will be posted in the workplace by April 15. Requests received after March 31 will be considered on a first come first serve basis.

- 21.03 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Executive Director having due concern for the proper operation of the Residence.
- 21.04 Vacation time will be allotted between the months of May and September inclusive if possible after consideration of operational needs.
- 21.05 Vacations are not cumulative from year to year and all vacations must be taken by **December 31** ~~June 30~~ of the following year. Employees shall not waive vacation and draw double pay. If an employee does not submit their request for their full vacation entitlement by **September 30** ~~February 28~~, any unused vacation entitlement for those employees concerned will be scheduled by the Employer prior to **December 31** ~~May 31~~ of that year.
- 21.06 Employees who have not completed their probationary period as of ~~June 30~~ **January 1** will receive four percent (4%) of their gross earnings during the vacation year.
- 21.07 Employees who have completed their probationary period at the vacation cut-off date will be granted one (1) days' vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.
- 21.08 Employees with one (1) year of service on or before ~~June 30~~ **January 1** of the current year shall receive two (2) weeks' vacation. Vacation pay will be based on current weekly earnings or 4% annual gross earnings, whichever is greater.
- 21.09 Employees with five (5) years of service on or before ~~June 30~~ **January 1** of the current year shall receive three (3) weeks' vacation. Vacation pay will be based on current weekly earnings or 6% annual gross earnings, whichever is greater.
- 21.10 Employees with ten (10) years of service on or before ~~June 30~~ **January 1** of the current year shall receive four (4) weeks' vacation. Vacation pay will be based on current weekly earnings or 8% annual gross earnings, whichever is greater.
- 21.11 Employees who have lost their seniority and have terminated their employment as set out in Article 9 herein, between vacation periods, shall on termination of employment be paid all outstanding vacation accrued no later than the next regular payroll date.
- 21.12 Employees will receive their vacation pay, in proportion to the time being taken, on the regular payroll date(s) that occur during their vacation.
- 21.13 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation interrupted will be deemed to be sick leave and the remaining portion of vacation will be rescheduled to dates mutually agreeable between the Employer and employee.
- 21.14 If the employee is on sick leave prior to a scheduled vacation the employee may



cancel their vacation and the vacation will be rescheduled to dates mutually agreeable between the Employer and employee.

#### 21.15 Christmas and New Year Vacation Scheduling

The Employer may grant vacation during Christmas/New Year's period to a minimum of two (2) in the entire bargaining unit, on a rotating seniority basis, subject to the following

- (a) there are replacement staff who are available to fill in during this period.
- (b) notice must be given to the Employer of an employee's intention to exercise vacation time during the Christmas period at the vacation request cut-off date in the Collective Agreement or at least six (6) months' notice if no cut-off date exists in the Collective Agreement.
- (c) employee's requests to have vacation during the Christmas period shall be finally determined by the Executive Director given due consideration for the safe and efficient operation of the Residence.

### **ARTICLE 22 – HEALTH AND INSURANCE BENEFITS**

22.01 Effective April 15, 2015 the Employer will provide the following Health and Insurance Benefits for full-time employees (including employees who under the provision of Article 4.03 and are identified in the LOU Full-time status) who have completed probation. **Benefit premiums are covered 80% by the Employer and 20% by the Employee.**

Life Insurance: \$10,000.00 for full time employees. 100% Employer paid premium.  
Optional life available

Major Medical: Employer to pay 75% of the single/family rate, whichever is applicable  
Deductible \$ 25 single/\$ 50.00 family  
Semi Private  
Paramedical: Maximum \$ 250.00 per practitioner per year  
Psychologist, social worker, massage therapist, speech therapist, physiotherapist, naturopath, acupuncture, osteopath, chiropractor, podiatrist  
Private Nursing Duty \$ 5,000.00 per year  
Hearing Aids \$ 400.00 per every 4 calendar years  
Orthopaedic Shoes \$ 100.00 per calendar year  
Out of Country Emergency and Travel Assist

Drug Plan: Employer to pay 75% of premium.  
100% reimbursement.  
Generic substitution unless otherwise prescribed by the doctor.

\$7.50 dispensing fee cap and a \$1.00 deductible per prescription.

**22.02 The parties agree to meet within one hundred and twenty (120) days of ratification of this agreement to discuss pension plans, including the Nursing Homes and Related Industries Pension Plan.**

## **ARTICLE 23 - INJURY AND DISABILITY**

23.01 Where an employee is absent due to illness or injury which is compensable by WSIB the following shall apply.

The employee will be eligible for benefits in accordance with the WSIA.

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 (a) If a full-time employee returns to work within ~~fifty-two (52)~~ **seventy (70)** weeks following the commencement of a WSIB or equivalent claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(b) If an employee returns to work after ~~fifty-two (52)~~ **seventy (70)** weeks following the commencement of the WSIB or equivalent claim but prior to thirty-six (36) months, 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 9. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

23.04 If the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Residence in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications and can perform the duties without training other than orientation, by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

23.05 Return to Work

The Employer will review with the Union at the Joint Health and Safety Committee within three (3) months of ratification its Early and Safe Return to Work programs for work related injuries.

## **ARTICLE 24 - SICK LEAVE**

24.01 Regular full time employees, who have completed probation, will receive seven and one half (7.5) hours sick leave credit for every three hundred and **twenty-four** (324) hours worked to a maximum of fifty-two and one half (52.5) hours per year.

Note: the two (2) part-time employees who currently have a sick leave benefit will continue to receive the sick leave entitlement they currently enjoy.

24.02 Sick leave is only payable in cases of absences due to bone fide sickness or non-occupational injury.

24.03 An employee may accumulate a sick leave bank equal to a maximum of fifty-two and one half hours (52.5). All unused sick leave credits will be lost in the event of termination of employment regardless of the reason for the termination of employment.

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

24.05 If an employee returns to work within fifty-two (52) weeks following the commencement of a non-work related injury or illness, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions.

## **ARTICLE 25 – COMPENSATION**

25.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

### 25.02 New Classification

When a new classification (which is covered by the terms of this agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same within five (5) working days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after the receipt of notice from the Employer 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 Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) working days of such meeting. The decision of the Arbitrator 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.

When the Employer makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the **Union**, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator 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 classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

#### 25.03 Wage Progression

Employees within their position classification will progress from the "start rate" to the "one year rate" and so on. Hours worked and hours not worked and paid for by the Employer, and hours not worked and paid for under the WSIA or equivalent shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

#### 25.04 Transfers

##### (a) Permanent Transfers

- (i) When an employee is permanently transferred to a higher rated job group within the bargaining unit, she shall receive the next highest rate in the new job group above her regular rate.
- (ii) If an employee is transferred to a lower rated job group due to a reduction in staff, inability to perform her work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 3, the employee will receive the corresponding rate for the job group to which she was transferred.

##### (b) Temporary Vacancies

- (i) When an employee is temporality transferred to a higher rated job group within the bargaining unit, she shall receive the next highest rate in the new job group above her regular rate for the time so transferred.
- (ii) When an employee is temporarily transferred to a lower rated job group, within the bargaining unit, she shall continue to receive the corresponding rate from the higher job group from which she was transferred.

### **ARTICLE 26 - BULLETIN BOARDS**

26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

## **ARTICLE 27 - PERSONNEL FILES**

### 27.01 Written Warnings

Letters of reprimand are to be removed from an employee's personnel file after a maximum of eighteen (18) months from the date of discipline.

### 27.02 Suspension

Records of suspension are to be removed from an employee's personnel file after a maximum of eighteen (18) months from the date of discipline.

27.03 Having provided a written request to the Executive Director at least one (1) week in advance, an employee shall be entitled to a copy of her personnel file. It is understood and agreed that an employee is not entitled to see job references.

## **ARTICLE 28 – RETROACTIVITY**

28.01 The retroactive payment applies only based on hours paid by the Employer. **Only Employees on the payroll on the day of ratification of this Collective Agreement will be eligible for retroactive pay.** ~~Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days.~~

## **ARTICLE 29 – TERM**

29.01 This Agreement shall continue in effect from **March 1, 2013 until February 28, 2018** and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

29.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

29.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Ontario *Labour Relations Act*, as amended, and the *Hospital Labour Disputes Arbitration Act*, as amended, whichever should first occur.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

ON BEHALF OF THE EMPLOYER

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ON BEHALF OF THE UNION

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**SCHEDULE A****SCHEDULE A**

<b>Wellness Nurse</b>	<b>Expired</b>	<b>Mar 1-13</b>	<b>Mar 1-14</b>	<b>Mar 1-15</b>	<b>Mar 1-16</b>	<b>Mar 1-17</b>
Start	\$19.38	\$19.77	\$20.16	\$20.57	\$20.98	\$21.45
After 1800 Hours	\$19.70	\$20.09	\$20.50	\$20.91	\$21.32	\$21.80
After 3600 Hours	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.25
<b>MCP</b>						
Start	\$15.01	\$15.31	\$15.62	\$15.93	\$16.25	\$16.61
After 1800 Hours	\$15.15	\$15.45	\$15.76	\$16.08	\$16.40	\$16.77
After 3600 Hours	\$15.40	\$15.71	\$16.02	\$16.34	\$16.67	\$17.04
<b>PSW/RCP</b>						
Start	\$13.26	\$13.53	\$13.80	\$14.07	\$14.35	\$14.68
After 1800 Hours	\$13.40	\$13.67	\$13.94	\$14.22	\$14.50	\$14.83
After 3600 Hours	\$13.65	\$13.92	\$14.20	\$14.49	\$14.78	\$15.11
<b>Environmental Services</b>						
Start	\$14.80	\$15.10	\$15.40	\$15.71	\$16.02	\$16.38
After 1800 Hours	\$15.10	\$15.40	\$15.71	\$16.02	\$16.34	\$16.71
After 3600 Hours	\$15.40	\$15.71	\$16.02	\$16.34	\$16.67	\$17.04
<b>Cook 1</b>						
Start	\$14.28	\$14.57	\$14.86	\$15.15	\$15.46	\$15.80
After 1800 Hours	\$14.57	\$14.86	\$15.16	\$15.46	\$15.77	\$16.13
After 3600 Hours	\$14.75	\$15.05	\$15.35	\$15.65	\$15.97	\$16.33
<b>Cook 2</b>						
Start	\$13.26	\$13.53	\$13.80	\$14.07	\$14.35	\$14.68
After 1800 Hours	\$13.53	\$13.80	\$14.08	\$14.36	\$14.65	\$14.97
After 3600 Hours	\$13.70	\$13.97	\$14.25	\$14.54	\$14.83	\$15.16
<b>Housekeeping</b>						
Start	\$12.50	\$12.75	\$13.01	\$13.27	\$13.53	\$13.83
After 1800 Hours	\$12.75	\$13.01	\$13.27	\$13.53	\$13.80	\$14.11
After 3600 Hours	\$13.00	\$13.26	\$13.53	\$13.80	\$14.07	\$14.39
<b>Server</b>						
Start	\$12.50	\$12.75	\$13.01	\$13.27	\$13.53	\$13.83
After 1800 Hours	\$12.75	\$13.01	\$13.27	\$13.53	\$13.80	\$14.11
After 3600 Hours	\$13.00	\$13.26	\$13.53	\$13.80	\$14.07	\$14.39

<b>Activity Aide</b>						
Start	\$12.50	\$12.75	\$13.01	\$13.27	\$13.53	\$13.83
After 1800 Hours	\$12.75	\$13.01	\$13.27	\$13.53	\$13.80	\$14.11
After 3600 Hours	\$13.00	\$13.26	\$13.53	\$13.80	\$14.07	\$14.39
<b>Driver</b>						
Start				\$16.20	\$16.52	\$16.90
After 1800 Hours				\$16.40	\$16.73	\$17.10
After 3600 Hours				\$16.80	\$17.14	\$17.52
<b>Concierge</b>						
Start				\$13.00	\$13.26	\$13.56
After 1800 Hours				\$13.25	\$13.52	\$13.82
After 3600 Hours				\$13.50	\$13.77	\$14.08

Note: For the service calculation for movement through the wage grid prior to March 16, 2015 the movement will be based on the employee's anniversary date (prorated to the day). For clarity, when an employee reaches their first anniversary, they will move from the start rate to the 1800 hour rate and so on.

For the service calculation for movement through the wage grid after March 15, 2015 the movement will be based on the actual hours worked by the employee after March 15, 2015 plus the employee's prorated service prior to March 16, 2015 converted to hours on the basis of one (1) year anniversary year equals 1800 hours.

No employee will suffer a reduction in their wage rate as a result of the implementation of the above wage grid. Therefore, the following employees shall continue to be green circled with respect to wages: Louise Power and Debbie Martineau.

Every current employee will receive at least 2% of earnings in retroactive pay for work performed during the 2-year term of this agreement.



## APPENDIX A

Presently Designated Employees Full-time Status referred to Article 4.03

Shari Barry	Sherri Marquardt
Eden Boytel	Joann Ogilvie
Janet Campbell	Chloe Perrault
Brandyn Defino	Cheryl Pinkham
Nancy Foy	Carol Simpson
Shannon Kelly	Julie Ty
Diego Lenzo	Connie Vincent
Julie MacDougall	

### Note

The above employees will continue to be classified as full-time until such as the employee:

- a) Terminates their employment, or
- b) Voluntarily selects a new line that is regularly scheduled less than 60 hours bi-weekly

**MEMORANDUM OF UNDERSTANDINGS**

**BETWEEN**

**BAYBRIDGE (ARNPRIOR) INC.**

**- AND -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

1 The Personal Support Worker education accreditation is recognized as equivalent to the Health Care Aide Course.

2, Recognition of Previous Experience – RPN’s Only

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.

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.

3. The actual hours worked for some part time employees are not available. As a transition, part time seniority prior to the date of ratification will be based on the employee’s service date. After the date of ratification, part time seniority will be by hour worked.

4 Notwithstanding Article 24, the following employees will retain the Sick Leave entitlements:

Louise Power 5 days/annually  
Debbie Martineau 5 days/annually

DATED this \_\_\_\_day of \_\_\_\_\_, 2016.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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**MEMORANDUM OF UNDERSTANDINGS**

BETWEEN

**BAYBRIDGE (ARNPRIOR) INC.**

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

As a transition, all part-time employees shall be credited seniority based on service start date up to and including March 15, 2015 and

Additionally, on a go forward basis, starting March 16, 2015, all current part-time employees and any future new part-time employees will accrue seniority for each hour paid and shall be credited with seniority as per Article 9.04 c): Seniority List: Part-Time.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

ON BEHALF OF THE EMPLOYER

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ON BEHALF OF THE UNION

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