

COLLECTIVE AGREEMENT

Between

REVERA INC. (Bestview)

Eagle Terrace
Garden City Manor
Main Street Terrace
Oak Terrace
Sumac Lodge

and

**CHRISTIAN LABOUR ASSOCIATION
OF CANADA**

August 1, 2012 – July 31, 2015

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Between

REVERA INC. (Bestview)

hereinafter referred to as the “Employer”

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

hereinafter referred to as the “Union”

August 1, 2012 – July 31, 2015

ARTICLE 1 - PURPOSE

- 1.01 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 hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02 If this Agreement is silent on any existing rights and privileges, this shall not mean that either the Employer or the employees are deprived of such rights or privileges.
- 1.03
- a. It is the desire of both parties to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.
 - b. The parties will endeavour to work together to assure the best possible nursing and health care for residents of the facilities.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for and this Collective Agreement shall apply to all employees and locations as outlined in Schedule “A” attached hereto, save and except registered nurses, supervisors and persons above the rank of supervisor.
- 2.02
- a. Full-time employee means an employee who is regularly scheduled to work more than forty-five (45) hours in a bi-weekly period.
 - b. Part-time employee means an employee who is regularly scheduled to work forty-five (45) hours or less in a bi-weekly period.

- c. 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.
- 2.03 Registered nurses, 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.
- 2.04 Employees shall cooperate with nurses and other supervisors in performing any work reasonably required of them when such work falls within the normal range of their duties.
- 2.05 The Employer shall not subcontract work if that would result in the bargaining unit personnel to be laid off or to work fewer hours than they would normally work.
- 2.06 **Management Rights**
It is the right of the Employer to manage, control, develop and operate the homes covered under this Agreement in every respect subject only to the specific limitations set out in this Collective Agreement.

The Union agrees that it is the function and right of the Employer to:
 - a. maintain order, discipline and efficiency;
 - b. hire, classify, direct, approve, promote and lay off employees;
 - c. discharge, demote, suspend or otherwise discipline employees for just cause and discharge probationary employees subject to the provisions of Article 6.02;
 - d. determine the work to be done, the location, methods and schedules for the performance of such work;
 - e. determine, after consultation with the Union, the number of employees required and the duties to be performed by each from time to time;
 - f. make and alter, from time to time after consulting with the Union, reasonable rules and regulations to be observed by the employees.
- 2.07 **Labour-Management Committee**
 - a. The parties agree to establish an active Labour-Management Committee in each establishment or Home covered by this Collective Agreement.
 - b. The committee shall be made up of an equal number (not less than two (2) of each) of non-bargaining unit persons and bargaining unit persons who have completed their probationary period with one (1) of the non-bargaining unit persons being the Home's Executive Director.

- c. The committee shall keep minutes of its meetings and post them in the Home. A copy will be forwarded to the Union's regional office concerned.

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 as often as required but at least bi-monthly. Meetings shall be convened upon a minimum notice of one (1) week, with the time and date of the meeting to be set by mutual agreement. The agenda for the meeting shall be in writing with finalized copies given to all committee members at least two (2) days before the meeting.
- e. Employees serving on the committee shall be paid at their regular hourly rate for meeting time during their hours of work.
- f. 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 this Collective Agreement or in any way infringe on the requirements and minimum standards of the Ministry of Health.
- g. Any employee or any non-bargaining unit person may refer matters to the committee for consideration. Such referrals shall be in writing to the committee.
- h. 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 representative(s) from its head office and a Union Representative will convene a meeting with the committee, in the Home concerned, to discuss the matter. Such a meeting shall take place within thirty (30) days of being referred to the Employer.
- i. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all instances and circumstances, they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the residents.

- 2.08 Employees acknowledge the existence of the Employer's procedure manuals, personnel policies and other rules and regulations of the Employer and that copies, of such, are on the premises of each Nursing Home and are available upon request for inspection. Employees are required to review the manuals, policies, rules and regulations and seek clarification from their supervisor of any policy, rule or regulation which they do not understand. The Employer agrees to notify employees of any personnel policy change.

- 2.09 Once a year each employee may be evaluated by her supervisor or manager. The employee will be given a copy of the evaluation. The object of this evaluation is to inform the employees of their performance in their jobs and to allow discussion regarding their jobs. An employee may add her own written comments on the Employer's evaluation and these will be included in her file.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. Stewards appointed by the Union are representative of the employees in the processing of grievances. Where it is deemed appropriate by the bargaining unit, each location may elect a Chief Steward.
 - b. CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewal of this Agreement and to enforce all rights of the employees under this Agreement and under the law.
 - c. CLAC Representative shall notify in advance the Executive Director of the Home or his designate before conducting any business in the Nursing Home and shall not unreasonably interfere with the work in the Nursing Home.
- 3.02 A Steward shall be granted time off, without loss of wages, to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours. The Steward must first obtain permission from her supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Steward will report to her supervisor and then return to her regular duties.
- 3.03 As part of an employee's orientation, a Steward will be given fifteen (15) minutes, either individually or in a group, in a room provided by the Employer to welcome the employee to discuss Union membership, procedures, and explain an employee's rights flowing from the Collective Agreement. This should take place during the orientation period and before the new employee works their regular schedule.
- 3.04 The Union has the right to appoint the members of a bargaining committee consisting of an average of two (2) persons per Home. These employees shall be paid by the Employer at regular hourly rates for all time spent on negotiating a Collective Agreement with the Employer whenever this takes place during their regular working hours.

3.05

- a. Once every second month, employees may be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These meetings may be attended by Representatives of the Union. The Union shall arrange for a mutually satisfactory date with the Executive Director or his designate one (1) week before the meeting.
- b. Such meetings shall take place at the end of the day shift and the Employer shall endeavour to make arrangements to permit employees who must otherwise be on duty to attend these meetings for up to one-half (½) hour without loss of pay. No payment of overtime shall be paid to any employee for attending such meetings. It is agreed that a minimum staff, as mutually determined, must be maintained at all times in the Nursing Home.

3.06 Stewards who are requested by the Employer to attend a grievance or labour management meeting on their day off will be paid for actual hours spent in the meeting with a minimum of one (1) hour pay.

The Union will endeavour to assure that it has elected or appointed stewards to be available during day shifts.

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 slow-down or stoppage of work and shall not otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, this Employer shall not lock out any of its employees or deliberately restrict or reduce hours of work or lay off employees when such layoff is not warranted by the workload.

ARTICLE 5 - UNION MEMBERSHIP AND CHECKOFF

- 5.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward in order to give the Steward an opportunity to describe the Union's purposes and representation policies to the new employee.

- 5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 5.03 The Employer is authorized and shall deduct from each employee's pay an amount equal to Union dues, in accordance with the Union's policy on dues payment. Such deductions shall go into effect with the first month of employment of an employee. The Employer shall also deduct and remit any authorized initiation fees owing to the Union.
- 5.04
- a. **Deduction and Remittance of Dues**
- i. The Employer is authorized and shall deduct each pay period an amount equal to union dues from each employee's pay. Such deductions commence with the first full pay period of the employment of an employee.
 - ii. The amount shall be calculated according to the Union's dues policy. The Employer shall also deduct any initiation fees authorized by the Union. The Employer shall not deduct more than one (1) pay period's dues from any one paycheque of an employee, except as outlined in the Union's dues policy.
 - iii. The total amount checked off will be turned over to the Union before the 15th of the month after the checkoff is made, together with an itemized list of the employees for whom the deductions are made, their hourly rate, hours worked and the amount checked off for each. Employees who maintain an employment relationship with the Employer but have not worked sufficient hours to pay dues shall also be listed, and whether they are on leave.
 - iv. The Employer shall be saved harmless for all deductions remitted to the Union.
 - v. The total amount of union dues annually paid by an employee shall be indicated on the employee's T4 slip.
- b. The Employer shall annually report on an employee's T4 form (income tax slip) the amount of Union dues deducted from the employee in that year and forwarded to the Union on the employee's behalf.
- 5.05 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 6 - PROBATIONARY PERIOD

- 6.01 Full-time and part-time employees shall serve a probationary period of four hundred and twenty-five (425) hours actually worked (excluding sick days).

Prior to conducting the mid-probationary and final review of a probationary employee's performance, the Employer will informally, or formally, as the case may be, solicit input from bargaining unit employees who have worked with the probationary employee. It is understood that this consultation is not a mandatory obligation on the Employer but a recognition that the input of fellow employees in these evaluations may contribute to a full appraisal of new employees' suitability for the work they are expected to perform.

Upon completion of the probationary period, an employee shall obtain seniority based on the employee's last hiring date. This date shall be the date for determining increments, vacations, etc. An employee may request a progress report while on probation.

- 6.02 On or before the expiry date of the probation period, the Employer will confirm to the employee the decision:
- a. (in writing) that she has successfully completed her probation; or
 - b. to terminate her employment.

The purpose of the probation period is to provide an opportunity to determine whether a new employee has the ability and qualities to become a reliable, competent employee. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or dismissal.

At or near the middle of the probationary period, the Employer will meet with the probationary employee to review her progress to date, including any areas that require improvement. If the probationary employee thinks her review is unfair she may request and shall be granted a further meeting with the Employer. A Steward may be present if the employee so requests. It is understood that such performance reviews are not grievable.

- 6.03 Employees hired as part-time employees and who have completed their probationary period shall not be required to serve an additional probationary period when promoted to the status of full-time employee. If, during her probationary period, an employee is transferred from part-time to full-time status or vice-versa, the employee shall be credited with and retain all hours worked for probationary purposes.
- 6.04 During the probationary period, an employee shall not receive any holidays (Article 17), vacation time (Article 18), health and welfare benefits (Article 19), sick leave (Article 20), uniform allowance (Article 26), leave of absence (Article

22) or any other benefits except for those allowed under the *Employment Standards Act*.

- 6.05 Upon completion of the probationary period, each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire. In addition, each new employee shall be credited from the date of hire with the appropriate sick leave credits and uniform allowances.
- 6.06 The employee involved in the orientation/familiarization will confirm that it has been completed and this will be noted on the newly hired employee's personnel file which will be reviewed with such employee and the employee shall also be able to comment. The newly hired employee shall acknowledge her reading of all orientation/familiarization procedures, if available, and all required procedural manuals, job descriptions, rules and regulations pertaining to the employee hired at the Employer's Nursing Home by signing a written acknowledgment provided by the Employer.

ARTICLE 7 - WAGE PROGRESSION

- 7.01 For the purpose of progression within classifications, nineteen hundred and fifty (1950) hours worked shall constitute one (1) year. Hours worked shall include all hours worked and paid, hours not worked and paid by the Employer, as well as vacation time, paid holidays, time spent on orientation and authorized leaves of absence as set out in Article 22.06, 22.12 and 22.07.

ARTICLE 8 - PART-TIME EMPLOYEES

- 8.01
- a. The Employer will make the insurances outlined in Article 19 and the sick leave provisions outlined in Article 20 available to part-time employees and will pay fifty percent (50%) of the premium paid for full-time employees, for those part-time employees who participate. (Employees may choose one, several or all of the insurances.)
 - b. Part-time employees hired prior to July 14, 1988, may continue to receive seventy cents (70¢) per hour worked in addition to the wage rates outlined in Schedule "B". This premium shall serve as compensation in lieu of the insurances as outlined in Article 19 and sick leave outlined in Article 20. In the event of change of status from part-time to full-time, employees will participate in the benefit programs available to the full-time employees. In the event of a change of status from full-time to part-time, employees will continue to participate in the benefit programs on the prorata basis.

Part-time employees currently receiving seventy cents (70¢) per hour in lieu of benefits may join the prorata benefits program during the months of

January and July of each year. Carrier approval is required and some restrictions apply.

Once employees change from payments in lieu of benefits to the prorata insurance and sick leave program, they may not change back to payment in lieu.

- c. The payment in lieu of benefits as set out in this section is not available to employees hired after July 14, 1988 except as agreed to by the parties.

- 8.02 Part-time employees who were, as of May 15, 1987, receiving Employer premium payment for the insurances outlined in Article 19 and were eligible for other benefits, shall continue to participate in and receive these benefits the same as full-time employees until such time as their scheduled hours are reduced below twenty-two and one-half (22½) hours per week.
- 8.03 Part-time employees who choose to continue to receive the part-time in lieu of payments and who were employed prior to June 1, 1978 shall retain their accumulated sick days for use in cases of sickness as outlined in Article 20. Such an employee shall not accumulate any additional sick days while employed as a part-time employee.
- 8.04 The premium paid to part-time employees in lieu of participating in the insurances and sick leave provisions shall be paid on hours regularly worked and not on hours worked overtime.

ARTICLE 9 - JOB POSTING AND VACANCIES

- 9.01 When filling any vacancy, the Employer shall give preference to qualified applicants in the following order of preference:
 - a. employees with seniority within the classifications
 - b. employees with seniority in the Home, (i.e., bargaining unit seniority)
 - c. employees who have not attained seniority
 - d. applicants from outside the Home

The Employer shall inform any laid off employees with seniority at their last known address of vacancies which occur during their layoff.

For the purpose of this Article, employees working temporarily in the department at the time a vacancy posting is made shall be considered as employees with seniority in the Home (i.e. bargaining unit seniority).

- 9.02 The Employer will post permanent job vacancies and temporary vacancies that are expected to be for a period of four (4) weeks or longer, or that have been vacant for four (4) weeks and there is no firm, written commitment that the

absent employee will return within two (2) weeks of the time the four (4) week period expires. The posting will indicate:

- a. classification
- b. department
- c. starting date of the position
- d. qualifications required
- e. anticipated duration for temporary position
- f. shift to be worked and the approximate number of shifts per pay period

9.03 When filling a job vacancy, the Employer will consider:

- a. skill, qualifications and ability
- b. seniority

Preference will be given to qualified employees with the most seniority as outlined in Article 9.01, unless the Employer has justifiable reasons for giving greater consideration to the factors as set out in Article 9.03 a.

At the time a vacancy is filled, and if the applicant to whom it is given is not the most senior applicant, the Employer shall provide other seniority applicants with a letter stating the reasons they were refused the job posting.

9.04

- a. Notice of a vacant position shall be posted on the bulletin board for at least seven (7) calendar days. A vacancy created by a job posting shall not be subject to more than one (1) further posting.
- b. Applications must be submitted in writing to the supervisor in charge by 4:00 p.m. on the seventh posting day. The posting shall note the applicable date and time deadline for receipt of applications.
- c. The Employer will fill openings resulting from the second job posting at its discretion, based on Articles 9.01 and 9.03, after the successful applicant for the second posting is made known. If the applicant for whatever reason fails to complete the first forty five (45) calendar days of the posting the Employer may appoint another applicant who the Employer would have selected according to the terms of the collective agreement without posting for the position.

9.05

- a. The employee selected to fill a vacant position shall hold that position on a trial period for up to forty-five (45) calendar days. The position shall become permanent after the trial period unless:
 - i. the employee feels that she is not suitable for the job and wishes to return to her former position; or

- ii. the Employer 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 the 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.

- b. In dealing with the qualifications of employees who apply for vacant positions, where immediate qualifications are not required, the Employer shall consider such an employee temporarily qualified for the vacancy:
 - i. if the employee undertakes to apply for and commence attendance of the next available personal support worker certificate offered by a community college in the area of the Home and provided the employee successfully completes that course within eighteen (18) months;
 - ii. it being understood that the employee is subject to all other provisions regarding the posting and filling of vacancies, except that if the employee is selected to fill the vacancy, she shall be paid at the start rate of the vacant position she fills.

An employee who has been awarded a job as above must advise her supervisor within thirty (30) days in writing of her intent to enrol in the job-required course, providing the date the course commences and finishes. If the non-health care employee does not provide this written information and/or does not successfully complete the course, she shall be immediately returned to her former position. The Employer shall then re-post the health care aide/personal support worker vacancy for which the previously unsuccessful non-health care employee shall not be eligible to apply.

- c. The completion of the health care aide certificate course shall not be required from non-health care applicants who are already qualified with a completion of the personal support worker certificate or are qualified as an RPN or as an RN.

9.06 The applicant selected to fill a vacant position shall be paid as follows:

- a. during the forty-five (45) calendar days worked by the employee in her trial period, her previous rate of pay;
- b. upon successful completion of the trial period, a seniority employee shall receive her previous rate of pay or the "start" rate in the new classification, whichever is greater, if the new classification's rate of pay is higher; or, if the new classification's rate is lower, a seniority employee shall be paid in

accordance with her seniority in the wage grid applicable to the new classification;

- c. upon successful completion of the trial period, an employee who has not completed her probationary period, as outlined in Article 6.01, shall receive the probationary wage rate of the new classification until her employment probationary period is completed.

- 9.07 The Employer may fill posted vacancies temporarily as per the practice at each individual home until a permanent candidate is selected.
- 9.08 In the event the regular hours of a part time position are increased such that the position becomes a full time position, other than on a temporary basis for the purpose of covering absences, the said full time position shall be posted. The incumbent, if not the successful applicant, shall be laid off in accordance with the collective agreement, without the need for further notice of layoff.
- 9.09 Employees who are on vacation may indicate in advance their desire to apply for a posting if such a posting should occur during their absence. In such a case, the Employer shall fill the vacancy temporarily. The employee giving advance notice must get a duplicate of the notice, signed as received by the supervisor concerned.
- 9.10 The successful applicant for a temporary job posting is not eligible to apply for another posting until the temporary position has terminated or unless the posting being applied for has more hours or is permanent in nature.

ARTICLE 10 - JOB CLASSIFICATIONS AND RATES OF PAY

- 10.01 Employees shall be classified and paid in accordance with Schedule "B" attached hereto.
- 10.02 Wages shall be paid by the Employer on a biweekly basis, via direct deposit to the banking institution (bank or credit union) of the employee(s) choice. The pay will be deposited in the employee's account and available to her by 6:00 a.m. on the applicable Thursday. Pay stubs will be handed out to employees as soon as available and shall indicate the payments for vacation by vacation year and any payments for vacation outstanding by vacation year.
- 10.03 When an employee who is scheduled and reports for work in a normal manner and is notified that no work is available, she shall receive a minimum of four (4) hours of pay.

If the foregoing occurs for the 11:00 p.m. shift, the employee will not be sent home but will work and be paid for the full 11:00 p.m. to 7:00 a.m. shift.

10.04

- a. When an employee is "called in" for an emergency, she shall receive a minimum of four (4) hours pay at the appropriate rate. If an employee is called one (1) hour or more before she is scheduled to report for work and informed that she is not to report for work than the provisions of this Article shall not apply.
- b. An employee may request to have her name added to the end of one additional call in list other than the classification group in which she works, provided that she is immediately qualified to do the work of that classification. The employee shall commence to earn seniority in the additional classification after the first call in shift. It is understood that an employee may only place her name on the call in list if she works less than seventy five (75) hours bi-weekly and is available to do the call ins without incurring overtime.

The employee who places her name on the additional call-in list shall be paid for the time worked in the call-in classification at the rate which is equal to her regular rate, or in the absence of an equal rate, at the rate in the classification which is closest and greater to the employee's regular rate. In the event the rate of the employee is greater than the maximum rate in the classification for which she is called in, she shall be paid the maximum rate of the classification for which she is called in.

10.05

- a. Employees called in for an employee who has not started her shift shall be paid for the full shift called in for, even if they report late due to short notice. It shall be the responsibility of the Employer to ascertain the approximate time the called-in employee is able to report for work.
- b. Employees who are called in for a shift that has already commenced shall be paid from the time of the call until the end of the shift, provided they report for work within one hour of the call.

10.06

- a. Prior to establishing a new classification the parties shall discuss and consult with each other on the requirements and qualifications for the new classification, and they will negotiate wage rates for such a new classification. If they fail to reach an agreement on wage rates, they shall submit the dispute to arbitration.
- b. The parties understand and recognize that employees may wish to upgrade their qualifications and skills in order that they may apply for positions within new classifications, should they arise.

Employees wanting to upgrade themselves will be given the opportunity to apply for new positions in accordance with the provisions of Article 9, provided:

- i. they have the ability required for the new position; and
- ii. they obtain the necessary qualification required for the position within six (6) months from the date of being accepted into the new position, or the length of time required to successfully complete the certificate program. The intent is that the employee enrolls at the earliest date the course is offered and that is completed in accordance with the time frames of the educational institution concerned.

The intent of the parties is to permit employees to upgrade themselves and give them preference for new classifications where and whenever this is reasonably possible.

10.07 Employees who are assigned to work in more than one (1) classification shall be paid at the appropriate hourly rate for all hours worked in each classification.

10.08 **Shift Premium**

- a. All employees who are required by the Employer to work on two (2) or more shifts within any two (2) week period, shall receive a shift premium of thirty cents (30¢) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium, and shift premium will not form part of the employee's straight time hourly rate.
- b. A weekend premium of \$0.20 per hour worked will be paid between the start of the shift commencing on or about 2300 hours on Friday to the end of the shift ending on or about 2300 hours on Sunday.

10.09 In circumstances where the employee's paycheck is in error for an amount in excess of \$75.00 due to an Employer error, the Employer will correct such error as soon as possible, but not later than three (3) work days from the day the error is made known to the Employer.

It is understood when an employee fails to sign in or clock in on their scheduled shifts, and it results in an error on the payroll, the error will be corrected on the following pay period unless the employee has had their supervisor, or if the supervisor is not available, the charge nurse on duty responsible for the Home, sign off for the hours worked. This must also be verified by management before the end of the pay period.

10.10 Pay periods shall not be changed except by mutual agreement of the parties in writing.

- 10.11 When the Employer temporarily assigns an employee to carry out the responsibilities of a supervisory person (including RPNs working for RNs), the employee shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour worked, exclusive of overtime or premium pay.
- 10.12 There shall be no pyramiding of any benefits payable under this Agreement or under any statute or legislation applicable to the employee.

ARTICLE 11 - WORK SCHEDULES, HOURS OF WORK AND OVERTIME

- 11.01 Barring unforeseen circumstances, the Employer shall post work schedules on a four (4) week basis at least one (1) week prior to the effective date of the schedule. No changes shall be made in the schedule of the employees once the effective date has been reached unless the employee(s) agrees. Employees who have days or hours added to their schedule after the work schedule is posted shall be so informed personally by the Employer at the time that the extra work is added to the schedule.
- 11.02 Employees will not be moved to other shifts unless mutually agreed upon or unless they were hired for all shifts.
- 11.03
- a. New employees in all classifications except that of RPN shall receive four (4) working shifts of orientation. New employees in the RPN classification shall receive five (5) working shifts of orientation.
 - b. Orientation time shall be scheduled on all shifts and an employee being oriented shall be an "extra" in addition to the regular number of employees.
 - c. During orientation the new employee shall be paid at three dollars (\$3.00) per hour below the starting rate in effect for her classification. Upon the successful completion of her probationary period, the new employee will be paid two dollars (\$2.00) per hour adjustment for all hours worked during orientation.
 - d. New employees shall not work a shift until they have completed their orientation. The employee scheduled to do the orientation will be an employee with at least one (1) year seniority and will be paid a premium of \$1.00 per hour above the regular rate of pay.
- 11.04 It is agreed that the normal shifts shall be as follows:
- a. The first shift of the day shall commence at 11:00 p.m. and finish at 7:00 a.m.
 - b. The second shift of the day shall commence at 7:00 a.m. and finish at 3:00 p.m.

- c. The third shift of the day shall commence at 3:00 p.m. and finish at 11:00 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 a requirement to change shifts or establish alternative shifts in the future.

Changes, if required, will be based on the need to provide efficient, quality care for residents. Changes will not be implemented without concern for and without consultation and mutual agreement with the Union.

- d. No nursing staff employee shall be scheduled to work more than two (2) different shifts in one (1) work week without a break of at least sixteen (16) hours, and in the case of a nursing staff employee coming off night shift(s) to another shift, the break shall be at least twenty-four (24) hours unless the employee agrees otherwise.

No housekeeping/maintenance, laundry or kitchen staff employee shall be scheduled to work more than two (2) different shifts in one (1) work week without a break of at least ten (10) hours.

Notwithstanding the foregoing, employees may be called in provided there is an eight (8) hours break between shifts.

- e. An employee may, with the consent of the supervisor, be scheduled to work all shifts provided there is a sixteen (16) hour break between shifts.
- f. No employee shall work more than seven (7) consecutive days, (and the Employer will endeavour to schedule an employee to work no more than six (6) consecutive days), and no more than twenty (20) shifts in any four (4) week period. Employees may exchange working days and days off providing such change is approved by the supervisor and providing no employee shall work in excess of eight (8) consecutive days due to such an exchange or more than twenty (20) shifts in any four (4) week period. If there are scheduling difficulties, the Employer and the Union shall meet to arrive at a mutually satisfactory solution.
- g. A full-time employee may have "split days" off during the work schedule. However, a full-time employee assigned to the night shift (11:00 p.m. to 7:00 a.m.) shall not have split days off. Such employee shall be scheduled with a minimum of two (2) full shifts off together.

Nevertheless, at a particular Home, an agreement may be made with the Union to amend this provision.

- h. The Employer shall arrange shifts so that each full-time, (and where possible, each part-time), employee shall have a free weekend every second weekend, unless weekend work is at the request of the employee.

For the purpose of this Article, a weekend is considered to be a Saturday and Sunday, unless mutually agreed otherwise.

- 11.05 A part-time employee will be committed to work additional shifts (to a total of three (3) shifts per week) upon request by the Employer, specifically during the summer months and at the Christmas-New Year period 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.
- 11.06 Full-time employees in a permanent posting with five (5) years or more seniority may be allowed to reduce their work schedule to a minimum of eight (8) shifts in a two (2) week pay period. The employee will specify the time duration in advance. When an employee working such a reduced schedule permanently leaves her position, the position will be posted without the shift reduction. Part-time employees taking these extra shifts are not eligible to receive full-time benefits. It is understood that this reduction in shifts and hours of work will not create an increase in the total compensation cost of the bi-weekly pay period.
- 11.07 Part-time employees shall not be used to deprive full-time employees of the maximum allowable hours where reasonably possible.
- 11.08 A full-time employee shall be paid overtime at the rate of one and one-half (1½) times her straight time hourly rate for all hours worked:
- a. in excess of seven and one-half (7½) hours on any work day;
 - b. in excess of seven and one-half (7½) hours worked consecutively;
 - c. in excess of twenty (20) shifts in a four (4) week period;
 - d. on an assigned day off when the work is in excess of ten (10) shifts in the two (2) week pay period, except if such work is performed as a result of a voluntary switch in hours with another employee.
- 11.09 A part-time employee shall be paid overtime at the rate of one and one-half (1½) times her straight time hourly rate for all hours worked:
- a. in excess of seven and one-half (7½) hours on any work day;
 - b. in excess of seven and one-half (7½) hours worked consecutively;
 - c. in excess of seventy-five (75) hours worked per pay period.
- 11.10 All overtime must be authorized by the manager, and a call-in is deemed to constitute such authorization. There shall be no pyramiding of overtime and/or premium pay under any provision of this Agreement.
- 11.11 The Employer shall make every reasonable effort to call in relief staff from the same classification for any employee who does not report for work after giving

proper notice, including offering some of the staff shortage time to employees who are working short shifts.

11.12

- a. If the return to work of an employee from maternity leave, compensable or non-compensable injury or illness or any other leave of absence results in the displacement of another employee or employees, the Employer shall not be responsible or liable for any payment to an employee or employees so displaced resulting from her reassignment to work and the resulting disruption of the work schedule of other employees. However, the Employer shall see to it that a displaced employee is given reasonable notice of reassignment.
- b. If an employee returns early from a leave of absence they will be allowed to do so provided that they provide the Employer with a minimum of two (2) weeks' notice. They will be reinstated on the following posted schedule.

- 11.13** There shall be a master schedule in each facility covered by this Agreement, covering all but unscheduled part-time employees. The schedule shall not be amended or changed without prior consultation between the parties.

The guiding principle in distributing work time, not subject to the job posting requirements of this Agreement, shall be that the employee with higher seniority shall be given preference.

- 11.14** Prior to working a shift that an employee normally does not work, the supervisor shall direct the employee to the written outlines of job routines.

- 11.15** The procedure for calling in employees shall be continued as per the mutual agreement of the parties and the past practice in each facility covered by this Agreement.

ARTICLE 12 - ABSENCE FROM WORK AND REPORTING

12.01 Calling in Absent

An employee who is unable to report for work shall give the Employer a minimum of four (4) hours' notice (except for day shifts which commence at 8:00 a.m. or earlier where an employee shall be required to give one (1) hours' notice. Employees working a shift which begins between 8:00 a.m. and 11:00 a.m. shall be required to give three (3) hours' notice).

In case notice is not given within the required time, the employee shall not be entitled to her sick pay on the first day of sickness.

Employees absenting themselves from work on a day to day basis are expected to contact their supervisors (or designate) unless it is known that the absence is long term.

12.02 Notice of Return to Work

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

Period of Absence	Advance Notice Period
1 day	2 hrs (day shift); 4 hrs (evening and night shift)
2 - 7 days	8 hrs
over 7 days and up to 14 days	48 hrs
over 14 days	72 hrs

12.03

- a. 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 Employer may require a doctor's certificate on the first day of illness if an employee abuses the sick day provisions outlined elsewhere in this Agreement.
- b. The Employer shall pay the cost for medical certificates if the certificate is requested for reasons other than where the Employer can demonstrate a pattern of abuse for an employee in the taking of sick time, in which case the employee is responsible for the cost of the medical certificate. A request by the Employer for a Physician's report shall be considered a medical certificate.
- c. In order to receive the reimbursement the employee must provide proof of payment and the note must include the date, the visitation date, the employee's name, the first day of illness/disability, the expected date of return (if known), and certify that the employee was unable to carry out his/her duties due to illness and/or disability.

- 12.04** If an employee has proper documentation from a medical doctor that they cannot tolerate the flu shot or an alternate medication, then the employee will be allowed to access their sick bank, only in the event of a confirmed influenza outbreak. If the employee gets sick as a reaction to the anti-viral drug to the extent that he or she cannot attend work or has a severe allergic reaction and applies for WSIB, the Employer will not oppose the application.

ARTICLE 13 - LUNCH AND REST PERIODS

- 13.01** There shall be one (1) fifteen (15) minute rest period with pay during each half shift at a time designated by the Employer.

Employees on short shifts shall receive their paid fifteen (15) minute break(s) in accordance with the following:

Shift of less than six (6) hours one break
Shift of six (6) hours or more..... two breaks

- 13.02 Employees shall be granted a minimum of one-half ($\frac{1}{2}$) hour unpaid lunch period for each shift of five (5) hours or more duration.
- 13.03 An employee who works more than four (4) hours of overtime after completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime.
- 13.04 Employees shall be allowed to take their full breaks as set out in Articles 13.01 and 13.02 without interruption, except in cases of fire drills and emergencies. Interrupted breaks shall be extended for the portion missed.

ARTICLE 14 - SENIORITY

- 14.01
- a. Seniority, (bargaining unit seniority), is the ranking of employees in accordance with their length of employment from their last date of hire as obtained following the completion of the probation period as set out in Article 6.
 - b. Seniority for part time employees for the purposes of job postings, vacation choice and wage progression shall be based on hours as per Article 7.01. Seniority for part-time employees hired prior to January 1, 1993 shall be by the date of hire.
 - c. If there is a dispute arising between employees with the same date of hire, then the employees with the greatest hours worked shall be deemed to be the most senior.
- 14.02 Classification seniority as referred to in Article 9.01a is the ranking of employees in accordance with their length of time worked within the following classification groupings:
- Housekeeping/Maintenance and Laundry
 - Dietary Aide, Assistant Cook, Cook and Baker
 - Nursing Aide, Health Care Aide/Personal Support Worker, Activation Aide and Restorative Aide
 - RPN
- 14.03 The Employer shall maintain seniority lists which will be posted quarterly.
- 14.04 An employee's seniority shall cease to exist and shall be deemed terminated if an employee:
- a. voluntarily quits the employ of the Employer;
 - 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 she has a justifiable reason;
- d. fails to be available for any shifts within three (3) consecutive schedules, unless on any leave of absence as outlined in the Collective Agreement;
- e. is laid off for a continuance period equal to seniority for employees with less than twelve (12) months of seniority;

is laid off for a continuous period of more than twelve (12) months for employees with one (1) year but less than three (3) years;

is laid off for a continuous period of more than twenty-four (24) months for employees with more than three (3) years but less than ten (10) years of seniority;

is laid off for a continuous period of more than thirty-six (36) months for employees with greater than ten (10) of seniority.
- f. has been absent for three (3) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
- g. retires;
- h. is off work due to illness or other physical disability for a period of thirty-six (36) months;
- i. obtains gainful employment while on a leave of absence from work;
- j. has been receiving Workers' Compensation, as a result of a work related injury while in the employ of the Employer, for a period of thirty-six months;
- k. fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or part time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer;
- l. fails to report to work within ten (10) business days after she has received the notice of recall by registered mail or such further period of time as may be agreed by the parties.

14.05 Seniority shall be transferable to any Nursing Home operated by the Employer at which the Union has a Collective Agreement with the Employer. However, for the purpose of eligibility for job vacancy postings only, the transferred employee's "seniority" shall be the length of time worked in the facility concerned since the transfer.

ARTICLE 15 - REHIRING AND TRANSFERS

- 15.01 Employees who terminate their employment and are rehired into the classification which they left within one (1) year, shall be paid at the step on the wage grid which they were at when they terminated. Employees will be required to receive one (1) day of orientation in line with Article 11.03 and shall serve the probationary period as set out in Article 6.

Upon completion of the probationary period, seniority and service will accrue from date of last hire.

- 15.02 If an employee requests a transfer to another Nursing Home, the request shall be granted if there is a vacancy. The vacancy shall be subject to the posting procedure. An employee rehired or transferred to another location shall report on a mutually agreed date.

- 15.03 An employee who transfers to any Nursing Home covered by this Collective Agreement shall retain all seniority from the date of first hiring. The employee shall retain credit for sick days and vacation pay. The employee, when reporting to the new Nursing Home, shall be subject to the following:

- a. serve a trial period of thirty (30) days worked by the employee if employed in a similar classification. The employee(s) seniority shall be retained at her former location until the completion of this trial period.
- b. if working in a similar classification, the employee shall be paid according to total hours of employment;
- c. if working in a different classification, she shall serve the probationary period and the employee shall receive the after probation rate provided she has completed the probationary period;
- d. under no circumstances shall the employee's rate of pay be decreased.

ARTICLE 16 - LAYOFFS

- 16.01 When it is necessary to reduce or alter the working force of employees, the following procedure will apply, provided it does not prevent the Employer from maintaining a workforce of employees who are qualified to do the work available. For all employees, it is agreed and understood that a reduction in the number of scheduled hours in a week does not constitute a layoff unless the employee has his/her hours reduced in excess of five (5) hours bi-weekly.

Such reduction shall be seen as a layoff. Affected employee(s) shall be entitled to exercise their bumping rights in accordance with this provision.

16.02

- a. In the case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of her work permits according to the following. Ability to perform available work being relatively equal in the Employer's judgement, seniority shall prevail, so that the employee having the highest seniority shall be laid off last and recalled first, provided that the employee has the necessary basic qualifications where immediately required, or where not immediately required, within the time frame specified under Article 9.05b.

Subject to the foregoing, an employee to be laid off shall first displace the least senior employee with a relatively equal number of regularly scheduled hours, (that is not more than five [5] hours more biweekly than her regularly scheduled position) within her shift. If there is no less senior employee with a relatively equal number of regularly scheduled hours on her shift, or if the employee to be laid off is the least senior employee on her shift, then she shall displace the least senior employee with a relatively equal number of regularly scheduled hours on another shift. If the employee to be laid off chooses, she may displace the least senior employee on her shift with a lesser number of regularly scheduled hours. If there is no such employee on her shift, she may displace a less senior employee with a lesser number of regularly scheduled hours on another shift. Under no circumstances may a part time employee displace a full time employee under the above procedure.

- b. The Employer shall make every effort to minimize the effect on regularly scheduled positions where this can be reasonably accommodated within the work schedule and the operations of the Home.

Where less than five (5) hours biweekly have been reduced within a classification, prior to the Employer subsequently reinstating those hours, the Employer will make every effort to reinstate those hours to the employees who were reduced before new positions are added within that classification or an employee is recalled to that classification from a full layoff.

For short-term layoffs (less than thirteen (13) weeks duration) the Employer, shall give the employees concerned, as well as the Union, a two (2) week notice of the intention to lay off employee(s). Such notice to the Union shall not be in addition to the notice provided to individual employees.

- 16.03 The Employer, whenever possible, shall give the Union and the employees concerned six (6) weeks' notice of the intention to lay off employees when the layoff is expected to be permanent or long-term [in excess of thirteen (13) weeks duration]. Such notice to the Union is not in addition to the notice provided to employees. Length of notice to individual employees shall be in accordance with the *Employment Standards Act*. Employees with nine (9)

years of seniority or greater shall be provided with one (1) additional week(s) notice for each year of seniority, to a maximum of twelve (12) weeks' notice. Subject to Article 11.02, the parties agree that employees shall remain in their prior layoff positions and shift until the notice period has been exhausted subject to operational needs.

16.04 An employees whose position is subject to layoff or reduction of hours shall have the right at the employees option to either:

- a. accept the layoff or reduction, or
- b. displace an employee under the provisions of Article 16.02a.

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

16.05 Recall Rights

- a. An employee on layoff shall have the opportunity to compete for an available opening, provided she has the ability and qualification as required to perform the work. The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.
- b. An employee recalled to work in a different classification from which she was laid off or an employee who was bumped out of a classification to maintain her hours shall have the option of returning to the position she held prior to the layoff should it become vacant within twelve (12) months of being recalled. This option may only be offered once.
- c. No new employee shall be hired until all those laid off have been given an opportunity to return to work according to the terms of the Collective Agreement and have failed to do so, or in accordance with Article 14.04, have lost their seniority and were deemed terminated.

16.06 It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within three (3) working days (exclusive of Saturday, Sunday or holidays) after being notified to do so by registered mail, addressed to the last known address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing), and to return to work within ten (10) working days after being notified, or such time as mutually agreed to between the employee and the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address and telephone number being on record with the Employer. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach that employee.

- 16.07 Employees on layoff or notice of layoff 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 a recall and may instead remain on layoff. This provision supersedes the job posting provision. The Employer is not required to give notice of subsequent layoff to the Union nor an employee who is recalled to fill such a temporary vacancy.
- 16.08 If an employee or the Union wishes to file a grievance about a layoff, or notice of layoff, this shall be done through the grievance procedure.
- 16.09 **Resignation**
An employee, whenever possible, shall give a minimum of two (2) weeks' notice of resignation of employment.
- 16.10 The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice except in case of dismissal for cause or termination during the probationary period. If, by law, a longer notice of termination must be given or a greater sum paid in lieu of such notice, such longer notice must be provided or greater sum paid.

ARTICLE 17 - PAID HOLIDAYS

17.01

- a. The following days are paid holidays under this Agreement, for full-time employees who have completed their probation period, paid at their regular rate of pay:

New Year's Day	Labour Day
Thanksgiving Day	Good Friday
Christmas Day	Victoria Day
Boxing Day	Canada Day
Civic Holiday	Family Day
Two Float Days (see b. below)	

- b. A float holiday is to be taken at the discretion of the employee, with approval of the Supervisor, and shall be taken within each calendar year. The float holiday cannot be accumulated from one year to another.

Prior to October 1st of each calendar year, employees shall inform the Manager of their selection date for the float holiday. Employees shall notify the Manager one (1) week in advance of their intent to take a float holiday and the day selected. If an employee does not inform the Manager on or before October 1st, the Employer may designate which day can be used as float holiday.

- c. If another federal, provincial or municipal holiday should be proclaimed during the term of this Agreement, such additional holiday will replace one of the designated holidays or the float holiday set out in this Article.
 - d. During their probation period, full-time employees will qualify for holidays and holiday pay in line with the provisions of the *Employment Standards Act*.
- 17.02 A full-time employee assigned to work on a paid holiday shall be paid at the rate of one and one-half (1½) times the regular hourly rate for each hour worked, in addition to regular wages for the holiday.
- 17.03 If any of the above named holidays fall on a full-time employee's regular day off, the employee is entitled to receive an additional day off with pay in lieu thereof, within sixty (60) calendar days following the holiday. This day will be at a mutually agreeable time between the employee and the Employer. Failing mutual agreement as to the scheduling of a lieu day or, if the employee prefers, she shall receive one (1) day's pay.
- 17.04 **Part-time Employees**
- a. Part-time employees who have completed their probationary period shall be entitled to the following holidays paid at their regular rate of pay:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Two Float Days
Labour Day	
 - Taking of a "float" day is based on the conditions of 17.01b., and employees will qualify in accordance with 17.04d.
 - b. A part-time employee, irrespective of the number of days worked, working on a paid holiday as designated in Article 17.04a. shall be paid at the rate of one and one-half (1½) times her regular hourly rate for each hour worked in addition to regular wages for the holiday.
 - c. A part-time employee assigned to work on a holiday designated in Article 17.01a, other than the Float Holiday, and such holiday is not designated in Article 17.04a., shall be paid double (2x) time for each hour worked.
 - d. A part-time employee not working on a holiday as designated in Article 17.04 a. shall not be entitled to a paid holiday unless she has worked on four (4) days during the four (4) weeks immediately preceding the holiday.
 - e. While on probation, part-time employees shall receive payment for holidays in accordance with the provisions of the *Employment Standards Act*.

Effective the date of ratification, all new part-time employees will receive payment for holidays, up to their one (1) year anniversary of hire, in accordance with the provisions of the *Employment Standards Act*.

17.05

- a. Notwithstanding the Emergency Leave Provisions of the *Employment Standards Act*, 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 the Employer or if she is ill on one of the qualifying days and produces an appropriate doctor's certificate or other reasonable proof.
- 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.

17.06 If an employee misses a qualifying day when there are two (2) or more consecutive holidays, the employee shall lose one (1) holiday for each qualifying day missed and one (1) further holiday for each day missed in succession to the qualifying day.

17.07 An employee who is on leave of absence during one of the paid holidays or one of the qualifying days will receive holiday pay provided she worked within thirty (30) days before the holiday.

17.08 Employees shall be scheduled to work on Christmas Day of one year or New Year's Day of the next year but not on both of these holidays. If an employee has worked on Christmas Day the previous year, the Employer shall make every effort not to schedule her for Christmas Day the following year.

Employees with the most seniority will have first preference for holidays off or worked, providing the facility's operational requirements are met.

Whenever possible and by mutual agreement at a facility, employees will be scheduled off work for a minimum of three (3) consecutive calendar days at either Christmas or New Year's.

The parties agree to allow the parties to deal locally with the issue of year-end holiday staffing needs, and the recognition of seniority preference for having more than one of the holidays off if that is possible.

17.09 A part-time employee who becomes a full-time employee must have completed her probationary period before she is entitled to paid holidays outlined in Article 17.01.

17.10 Lieu Days

If a paid holiday occurs during the vacation period of a full-time or part-time employee, such employee shall receive an additional day(s) pay in lieu of the holiday at straight time.

An employee may, however, prior to going on vacation, inform her Supervisor of her preference to take another additional day off with pay. Such day must be requested two (2) weeks in advance. Granting of same is subject to the operations of the Home.

Individual lieu days are distributed on a first come first served basis. Once those days are approved, they cannot be withdrawn unless there is an emergency, as deemed by the Employer.

17.11 Full-time employees who work a paid holiday may select with the approval of their supervisor, another day off in lieu of the paid holiday. Such lieu days may be accumulated to a maximum of five (5) and taken together, but not during June, July and August or at the Christmas holiday period. A lieu day can be taken up to five (5) days before a holiday on which the employee is scheduled to work.

Employees who wish to opt for a lieu day shall indicate this to the Employer at least two (2) weeks in advance of the paid holiday worked, and then will be paid at the rate of one and one-half (1½) times her regular rate, with the remaining pay (straight time for the holiday) paid on the day taken off in lieu of the paid holiday worked. If any lieu days are not taken by the year-end they will be paid out to the employee by November/December of the year.

ARTICLE 18 - VACATION AND VACATION PAY

18.01 Full-time Employees

Full-time employees shall be entitled to vacation according to the following schedule:

Period Worked (Yrs)	Time Off	Vacation Pay
Less than 1	1 week	4%
1 but less than 3	2 weeks	4%
3 but less than 5	3 weeks	6%
5 but less than 8	4 weeks	6%
8 but less than 15	4 weeks	8%
15 but less than 23	5 weeks	10%
23 but less than 28	6 weeks	12%
28 years or more	7 weeks	14%

No time off will be given to an employee for vacation unless such employee has completed a minimum of six (6) calendar months of service. Such time off will not take away the employee's right to vacation pay.

18.02 Part-Time Employees

Part-time employees shall be entitled to vacation with eligibility determined on the basis of 1950 hours equalling one (1) year of service.

Part-time employees shall be entitled to vacation according to the following schedule:

Period Worked (Yrs)	Time Off	Vacation Pay
Less than 1	1 week	4%
1 but less than 3	2 weeks	4%
3 but less than 5	3 weeks	6%
5 but less than 8	4 weeks	6%
8 but less than 15	4 weeks	8%
15 but less than 23	5 weeks	10%
23 but less than 28	6 weeks	12%
28 years or more	7 weeks	14%

18.03 The date to determine the “period worked” is the employee’s last hiring date.

18.04 Vacation pay is calculated at the applicable percentage as indicated in Article 18.01 and the definition of “gross earnings” in the previous vacation year. The definition of “gross earnings” shall be interpreted to mean: Any monies paid directly to an employee by the Employer for hours worked and paid and not worked but paid for by the Employer to the employee, within the vacation year.

18.05 On January of each year the Employer 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.

18.06

- a. The completed vacation schedule shall be determined, if possible, in discussions between the Employer and the Union Stewards between April 1 and April 30. The guiding factors shall be seniority and family circumstances. Whenever a conflict arises that cannot be settled amicably, the dispute shall be resolved by the Employer.
- b. It is general practice not to allow employees to take vacation from December 15th through January 15th due to the three named holidays and increased family and resident expectations during that time period. Notwithstanding this position, requests on an individual basis will be considered, providing operational scheduling and holiday commitments can be met.

18.07

- a. Consistent with the provisions of the *Employment Standards Act*, employees shall take not less than three (3) weeks of their vacation in segments which are at least one (1) week in duration.
- b. Nevertheless, if an employee is entitled to more than three (3) weeks of vacation time in a given year, she may carry the additional time over into the following calendar year and be entitled to take the time prior to April 30th.

It is understood that references to weeks of vacation refer to seven (7) consecutive calendar days.

18.08 The Employer shall post the final schedule on or about April 30. This schedule shall not be changed except with the consent of the Employer, the Steward and the employee(s) affected.

18.09

- a. Vacation pay is to be paid to an employee by a separate cheque.
- b. An employee may, on the form provided, request and be paid her vacation pay several times a year provided adequate notice is given.
- c. Changes in vacation time and vacation pay percentage for an employee shall be effective on the employee's anniversary date, in the case of full-time employees, or on the calculated date, in the case of part-time employees.

ARTICLE 19 - INSURANCE PLAN

19.01 The Employer agrees to contribute one hundred percent (100%) of the premium cost of the following plans for **full-time** employees (and their families where applicable) who have completed their probationary period.

- a. Life Insurance Plan providing \$30,000 life insurance coverage.
- b. Accidental Death & Dismemberment benefit of \$30,000.
- c. Extended Health Care benefit including a Drug Plan. The amount deductible for health benefits is \$10.00 per individual, \$20.00 per family, once per calendar year.

The Drug Plan coverage shall be for generic drugs, unless otherwise specified by the physician prescribing the drug.

The paramedical cap will be increased to \$300.00.

The Extended Health Care benefit includes a Vision Care Plan providing coverage for lenses and frames to a maximum amount of \$185.00 every two (2) years per person for each employee and eligible family members.

19.02 The Employer agrees to pay seventy-five percent (75%) of the cost of a Dental Plan equivalent to the Blue Cross No. 9 Plan, with a \$12.50 per individual and a \$25.00 per family deductible amount once per calendar year with a one year lag on the ODA fee schedule adjusted January 1st of each year.

19.03 Part-time employees who participate in the above insurances pursuant to Article 8 shall do so on the following basis:

- a. The employee may choose one, several or all of the insurances outlined in Articles 19.01 and 19.02.
- b. The Employer will pay fifty percent (50%) of the premium paid for full-time employees for all the insurances chosen by a part-time employee with the remaining premium cost deducted from the part-time employee's pay.
- c. A part-time employee, as per Article 9.02, assuming a temporary full-time position shall be entitled to 100% Employer-paid premiums for the insured benefits the employee was enrolled in prior to commencement of the full-time position.
 - i. The 100% Employer-paid premium shall commence the month following the commencement of the full-time position.
 - ii. The Employer's portion of the premium shall be reduced to 50% the month following the return to part-time.
 - iii. A part-time employee who receives money in lieu may elect to continue to receive it or opt for benefit coverage. It is understood that once benefits are chosen the employee will no longer be eligible for the money in lieu when she returns to part-time.

19.04

- a. Coverage for all of the insurances outlined in Articles 19.01 and 19.02 shall commence for full-time employees upon completion of the employee's probation period, and for part-time employees, subject to Article 8, upon completion of their probationary period or six (6) months, whichever comes first.

The Employer is at all times responsible for the enrolment and proper remittance and payment of premiums to the insurance carrier. It is the responsibility of the employee to submit claims. It is the responsibility of new employees to ensure that they complete an application for enrolment form within thirty-one (31) days of being notified and given an information package by the Employer. Failure to do so may disqualify the employee or

their dependent to the entitlement of said benefits due to late enrolment. New employees must complete either an application for enrolment or a written refusal of all or partial coverage by the end of their probation period.

- b. Coverage and payment of benefits under all of the insurances outlined above shall be subject to the specific terms and conditions of the insurance policy contract and any legislation which may apply.

The Union will be provided with a benefits summary.

Late application for life and extended health coverage is subject to approval by the insurance carrier. Late dental coverage applications are subject to the insurance carrier's restrictions during the first year of coverage.

- c. 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.
- d. The Employer will ensure the availability of insured benefit coverage as in effect prior to the commencement of this Agreement or as specifically amended by this Agreement.
- e. The Employer agrees to co-operate with the CLAC Health Fund by deducting bi-weekly premiums and by providing the appropriate employee information required for the operation of the employee paid Long Term Disability (LTD) Plan for all permanent full time employees.
- f. Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:
 - Life Insurance reduced by 50%
 - Extended Health
 - Vision Care
 - Dental
 - Hearing

In any event, once an employee reaches age seventy (70) and she continues to be employed, she shall automatically receive \$0.70 in lieu of such benefits.

19.05 Benefit Premiums

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

- a. during the month in which the employee's leave of absence without pay commences;

- b. while the employee is off due to illness, including the period when receiving paid sick leave benefits paid by the Employer, up to a maximum of three (3) calendar months;
- c. while in receipt of compensation from the Workplace Safety and Insurance Board as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- d. while on maternity/parenting leave, for the period it is required to pay benefit premiums, in line with government legislation.

Employees on leave of absence and following the periods set out above may continue benefit coverage until such time as they lose their seniority, providing they make arrangements with the Employer to pay the Employer and employee portion of all benefit premiums to the Employer by the 15th of the month on which the premium is due.

19.06 The Employer shall make arrangements with the insurance company that for all claims filed by an employee the insurance company will issue a cheque directly to the employee's home address. The Employer shall be saved harmless for all such payments made; however, the Employer will assist employees in the processing of their claims. Employees may file dental claims directly with the insurance company.

19.07 A person normally eligible for insurance coverage and on a leave of absence may continue under the insurance plans by paying the total monthly cost to the Employer by the fifteenth (15th) day of each month if so arranged with the Employer for any month in which she is not entitled to Employer paid coverage.

Employees who do not wish to continue insurance coverage while on a leave of absence can discontinue and be reinstated within thirty (30) days of return to work with the restrictions that apply to late application approvals.

19.08 Annual Medical – The employee is responsible for the completion of the medical form provided by the facility.

ARTICLE 20 - SICK LEAVE

20.01

- a. Full-time employees shall be entitled to accumulate one and one-half (1½) sick days per month of employment after they have completed their probationary period. Payment for a sick day shall commence with the first day of sickness. In order to establish credit for a sick day, when an employee has worked for a portion of a particular month, the employee is to have worked a minimum of eighty-five (85) hours in order to receive credit for a sick day for that particular month.

- b. Part-time employees hired July 14, 1988, or thereafter, and part-time employees who choose to participate in the insurance and sick leave provisions as provided for in Article 8 of this agreement will be entitled to accumulate 11.25 hours of sick leave credit for each 162.5 hours paid by the Employer to a maximum of 810 hours.
 - c. Sick days shall accumulate to a maximum of eighteen (18) days per year and shall be cumulative from year to year to a maximum of 108 days.
 - d. An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days she would have worked during that period.
 - e. An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time off work.
 - f. Approved sick pay will apply only to scheduled time lost.
- 20.02 An employee absent from work because of an injury that is compensable under the *Workplace Safety and Insurance Act* shall not lose any accumulated sick days.
- 20.03 No sick leave shall be paid if a third party is paying income allowance (e.g. insurance pay for injuries sustained in an automobile accident). However, 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 Employer and shall be credited again for the sick days used.
- 20.04 Leave of absence for pregnancy is not to be considered as sick leave and shall be subject to the provisions of Article 22.
- In the event an employee becomes ill during a period of vacation time, sick day payments shall not commence until the vacation period for which the employee was scheduled is completed.
- 20.05 The Employer agrees to credit full-time employees who complete their probationary period with one and one-half (1½) sick days for each month of employment while working as a probationary employee.
- 20.06 Sick leave credits are to be referred to in hours as opposed to days.
- 20.07 **Employment Insurance Premium Reduction**
The employees' share of the Employer's Employment Insurance (EI) reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

Sick benefits will only cease at date of layoff or termination of employment if the disability started within two (2) months of the date of layoff or separation and notice of layoff or separation was given prior to the occurrence of the disability. Otherwise, payment of sick leave benefits will continue after layoff or termination until the lesser of the duration of the disability or the exhaustion of the paid sick bank, or seventy-five (75) days.

ARTICLE 21 - PENSION PLAN

- 21.01 This plan applies to all employees covered by this Collective Agreement.
- 21.02 It is mandatory for all employees with six (6) months employment to participate in the Pension Plan. New employees will join the Plan immediately upon completing six (6) months of employment.
- Effective the date of ratification, all new employees will join the Plan immediately upon completing one (1) year of employment.
- 21.03 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. An employee may give notice to the Employer that she agrees to have deducted for the full calendar year an additional amount from her covered wages and the Employer shall deduct and remit the said amount. Notice shall be given prior to December for the following calendar year and once given, shall not be revoked for that year.
- 21.04 The Employer shall pay an amount equal to four percent (4%) of the covered wages of each eligible employee.
- 21.05 Covered wages as set out in Articles 21.03 and 21.04 above include straight time hourly wages, the straight time portion of holiday pay and vacation pay. All other earnings are excluded.
- 21.06 The Employer will remit the employee's and the Employer's contribution to the Union Pension Plan registered with Canada Revenue Agency (CRA) and the Financial Services Commission of Ontario (FSCO) as Pension Plan # 0398594, a registered money purchase plan, within thirty (30) days 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.
- 21.07 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 years balance, new contributions made, new earnings and new balance.

21.08 Contribution Continuation

The Employer shall continue to pay its portion of pension contributions, provided employees continue to pay their portion as follows:

- a. while in receipt of compensation from the Workplace Safety and Insurance Board as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- b. while on maternity/parenting leave, for the period it is required to continue pension contributions, in line with government legislation;

Employer and employee contributions will be based on the employee's average covered wages during their four (4) regular pay periods prior to being off work.

Employees must make arrangements with the Employer to pay their portion of all pension contributions to the Employer by the 15th of the month in which they are due.

- 21.09** Where legislation or the Plan prohibits an employee from contributing to the Plan because of age, an amount equivalent to the deductions in Article 21.03 will be directed to the employee wages.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01** The Executive Director may grant a request for a leave of absence without pay for personal reasons providing that she receives at least one (1) months' notice in writing, unless impossible. Such a leave may be arranged to the mutual satisfaction of both parties and request for such leave shall not be unreasonably withheld. Applicants must when applying, indicate the date of departure and specify the date of return.
- 22.02** The Employer will give a written reply to the request within one (1) week after he has received the request. If the request is denied, the Employer shall state the reasons in the reply. The Union shall receive a copy of the reply.
- 22.03** Employees on leave of absence, sick leave or Workers' Compensation will not engage in gainful employment elsewhere. An employee who violates this rule will forfeit all seniority rights and privileges and may be dismissed by the Employer
- 22.04** Employees who overstay their leave of absence of any kind shall be considered to have terminated their employment unless they obtained permission from the Employer or provide the Employer with a satisfactory explanation.
- 22.05** To qualify for leaves of absence, an employee must have completed her probationary period. No benefits except as hereinafter provided shall accrue or be paid to any employee on leave of absence.

- 22.06 An employee who has completed less than two (2) years of employment and is granted a leave of absence shall continue to accumulate credits for vacation, sick leave, wage progression and other benefits for a maximum of one (1) month.
- 22.07 An employee with more than two (2) years of employment who is granted a leave of absence will continue to accumulate credits for vacation, sick leave, wage progression and other benefits for a maximum of three (3) months.
- 22.08 If the leave of absence exceeds three (3) months, such employee shall accumulate no further vacation or sick leave credits but shall continue to accumulate seniority subject to the provisions of Article 14.
- 22.09 Unpaid leaves of absence in excess of thirty (30) consecutive days shall not count as service to advance an employee to one (1), two (2) or three (3) year wage rates in a job classification. However, a leave of absence, because of work-related disability or illness, shall count as service for wage progression purposes.

22.10 **Maternity, Adoption and Parental Leave**

The following, in part, reflects the provisions of the *Employment Standards Act* on these matters. In all cases of dispute and where the Act as amended from time to time is superior, the provisions of the Act will prevail.

- a. An employee who is pregnant or who adopts a child is entitled to a leave of absence of up to seventeen (17) weeks. The employee must have been in the employ of the Employer for at least thirteen (13) weeks to qualify for the leave and for the payment of above EI benefits.
- b. The employee shall normally give the Employer written notice at least two (2) weeks in advance of the intended date of commencement and completion of the leave. In the case of pregnancy, the employee will provide the Employer with a medical doctor's statement of the estimated date of delivery.
- c. Where an employee intends to return to work sooner or later than the original date, she shall give the Employer at least two (2) weeks written notice in advance. Maternity or adoption leave may be extended beyond the seventeen (17) week period when recommended and certified by a medical doctor.
- d. Employees are entitled to a parental leave that must begin no later than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of the parent for the first time. For employees on maternity leave, parental leave will begin immediately after the maternity leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took maternity leave and thirty-seven (37) if she did not. In all cases of parental leave the employee must give at least

two (2) weeks written notice of the intended date of commencement and completion of the leave, and if the employee intends to return sooner than the original date the early return to work shall be subject to two (2) weeks written notice to the Employer.

22.11

a. **Paid Maternity Leave**

An employee on leave as set out in Article 22.10 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 equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. An employee must complete ten (10) months 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 week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Maternity Benefits, and shall continue while the employee is 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 top-up payments for the duration of the maternity leave period.

The employee's 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 her four (4) regular pay periods prior to the commencement of the pregnancy leave.

- b. The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

22.12 **Union Leave**

- a. The Employer shall grant one (1) day's leave of absence, with pay, per calendar year to a maximum of five (5) Stewards per Home for the purpose of attending steward seminars.
- b. Upon application by the Union in writing, the Home will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to a full-time position within the Union. The Employer shall be given a minimum of four (4) weeks' notice of such request. It is understood that no more than one (1) employee in the

bargaining unit may be on such leave at the same time. Such leave shall be for not more than one (1) calendar year from the date of appointment.

Seniority shall accumulate for employees during such leave, on the basis of what his/her normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Home of her/his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to her/his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

The Home may fill the vacancy resulting from such leave on a temporary basis.

22.13 Union Education and Assistance Fund

The Employer agrees to pay into a special dues fund the amount of two cents (2¢) per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a Fund established by the Christian Labour Association of Canada and shall be utilized by the Union at its discretion.

22.14 Education Leave

- a. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the tuition cost associated with such courses. If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.
- b. The Executive Director using his/her best efforts, may grant a request for an unpaid leave of absence of up to one (1) year 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 undue inconvenience to the normal operations of the facility. Applicants, when applying, must indicate the date of departure and specific date of return.

22.15 Compassionate Leave

Should similar legislation be enacted, this letter will be considered for informational purposes only.

The Employer may grant compassionate leave of at least eight (8) weeks without pay for time spent caring for a gravely ill or dying family member.

During this period, the employee will continue to accrue and maintain benefits subject to Article 19 of the Collective Agreement.

Additional leave may be made available for reasonable cause under the personal leave provisions. Such leave will not be unreasonably refused.

The Employer may require the employee to provide reasonable evidence in the circumstances that she is entitled to take compassionate leave.

ARTICLE 23 - WORKPLACE SAFETY AND INSURANCE ACT

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

- a. An employee will not be eligible for paid holidays, sick leave, uniform allowance or any other benefits of this Agreement except where specified otherwise during any absence covered under the Workplace Safety and Insurance Board.
- b. Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on compensation under the Workplace Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current year's vacation entitlement.
- c. An absence due to a compensable accident, where the anticipated length of absence is two (2) months or more the Employer will post notice of the vacancy in accordance with the job posting procedure in the Agreement. Where the anticipated absence is less than two (2) months, the Employer may fill the position with part-time employees.
- d. The injured employee shall preserve seniority in line with Article 14.04j. Upon recommendation of the attending physician, the employee shall have the right to return to work. The doctor's recommendation should indicate that the employee has the physical capacity to fully perform the required work.
- e. An employee who returns to work within the period set out in Article 14.04j., shall return to her former job or its equivalent without loss of support or benefits accrued to the date of injury and may displace an employee with the least seniority in the same classification.
- f. If, on the recommendation of the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature and such work is available within the Nursing Home in a classification which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job at the applicable salary level, displacing the employee with the least seniority in that classification.

- 23.02 If an employee is injured or becomes ill during a shift and her absence is covered under the *Workplace Safety and Insurance Act* then the Employer shall pay the employee for her full shift, irrespective of the number of hours worked.
- 23.03 The Union and the Employer acknowledge their obligation to accommodate employees under the *Human Rights Code* of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

ARTICLE 24 - BEREAVEMENT LEAVE

24.01

- a. An employee who has completed the probationary period and is bereaved of a parent, stepparent as defined by the *Family Law Reform Act*, grandparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandchild shall be granted a leave of absence of three (3) days with pay, provided the employee attends the funeral. The bereavement shall be between the date of death and two (2) days after the funeral.
- b. An employee who has completed the probationary period and is bereaved of her spouse or a child shall be granted a leave of absence of five (5) days with pay, provided the employee attends the funeral. The bereavement shall be between the date of death and two (2) days after the funeral.
- c. It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the days of the funeral.
- d. In the event of a spring interment, or if the employee was unable to attend the funeral or similar service, and another memorial service is held at a later date, the employee may save one (1) of the days identified above without loss of pay to attend the interment or service.
- e. An employee shall be granted one (1) day bereavement leave without loss of pay on the death of his or her aunt or uncle, niece or nephew.
- f. An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay. However, staff may receive vacation time (but not pay) as credit upon their return to work provided proof of attendance at the funeral is provided.

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

- g. Where it is necessary because of distance, the employee may be provided additional unpaid leave.

24.02 Bereavement pay shall apply only to days on which the employee was scheduled to work.

24.03 An employee shall not receive bereavement pay when already receiving holiday pay or vacation pay. If an employee attends the funeral of a member in the immediate family (as specified in Article 24.01) while being on sick leave, the bereavement leave will not be charged against accumulated sick leave.

ARTICLE 25 - JURY DUTY

25.01 The Employer shall reimburse an employee on jury duty at 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.

25.02 The Employer shall reimburse an employee called as a subpoenaed witness at regular rates of pay for all scheduled work time missed, to a maximum of five (5) days per employee per calendar year. The Employer shall be provided with a copy of the subpoena and the Employer may deduct any wage compensation amounts received under the subpoena from the employee's wages.

25.03 It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty or as a subpoenaed witness.

ARTICLE 26 - APRONS AND UNIFORMS

26.01 Kitchen staff shall be provided with aprons, free of charge, if such aprons must be worn during work.

26.02 Uniform Allowance shall be paid to employees in accordance with the following schedule:

Full-time.....\$13.00 month
Part-time.....\$ 7.00 month

- 26.03 Upon completion of probation, employees shall be paid their uniform allowance retroactive to the date of hiring. The payment shall be issued with the next paycheque following completion of the probationary period.
- 26.04 Uniform allowances shall be paid to employees on their regular pay on or before March 31.
- 26.05 The purpose of uniform allowance is for the purchase and maintenance of uniforms.

ARTICLE 27 - TRANSPORTATION

- 27.01 An employee on duty shall be paid thirty-six cents (36¢) per kilometre for authorized use of a personal vehicle on behalf of the Employer's Nursing Home. The Employer will review this rate of compensation from time to time.
- 27.02 Employees shall not transport residents.

ARTICLE 28 - WARNING, SUSPENSION AND DISCHARGE

- 28.01
- a. When the behaviour or performance of an employee calls for a warning by the Employer, the warning shall be a written one and a copy of this warning shall be forwarded immediately to the Stewards and the Union.
 - i. **Letters of Reprimand:** Letter of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline provided that the employee's disciplinary record has remained discipline free over the twelve (12) month period, except in the case of incidents involving third party interface (e.g. residents and family) where the record will remain on file unless reversed at arbitration or by settlement. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month period noted above.
 - ii. **Suspension:** Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline provided that the employee's disciplinary record has remained discipline free over the eighteen (18) month period, except in the case of incidents involving third party interface (e.g. residents and family) where the record will remain on file unless reversed at arbitration or by settlement. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.

- iii. **Viewing the File:** Having provided a written request to the Executive Director at least one (1) week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.
 - b. The Employer shall ensure that a Steward is present when an employee is disciplined.
 - c. In the event that a supervisor must discipline an employee when a Steward is not available, the supervisor shall administer the discipline and arrange to meet with the Steward and the employee the next business day.
- 28.02 Within five (5) calendar days, excluding Saturdays, Sundays, and paid holidays, following a warning, the employee may process a complaint about the warning via the grievance procedure.
- 28.03 Within five (5) calendar days, excluding Saturdays, Sundays and paid holidays, following a suspension or discharge, the employee may, together with a Union Representative, question the Employer about the reasons for the suspension or discharge. Within five (5) calendar days, excluding Saturdays, Sundays and paid holidays, following this discussion, the Union may process the complaint via Step 2 of the grievance procedure.
- 28.04 **Resident Abuse**
The parties agree that the abuse of residents will not be tolerated and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Steward is on site, the Union Steward will be present at the time the employee is sent home. If a Steward is not present, the Union Steward will be advised not later than the next business day.

All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment.

ARTICLE 29 - GRIEVANCE PROCEDURE

- 29.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives as the agents through which employees shall process their grievances.

- 29.02 The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) work days 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. At no time may an employee or group of employees file a grievance on behalf of another employee.
- 29.03 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.
- 29.04 A **Policy Grievance** is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. When submitted by the Employer, it can relate to the conduct of the Union, its Representative or Steward. A policy grievance may be submitted by either party to arbitration under Article 30, bypassing steps 1 and 2. A policy grievance shall be signed by a Steward and a CLAC Representative and submitted to the Employer's Representative and its head office. In the case of an Employer's policy grievance, the grievance shall be signed by the Employer or his Representative.
- 29.05 **Step 1**
Any employee having a grievance must, accompanied by a Steward or a CLAC Representative, orally submit her complaint to her immediate supervisor within five (5) workdays (excluding Saturday, Sundays and holidays) after the act or condition which caused the grievance. The supervisor will deal with the grievance not later than the third (3rd) working day following the day on which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.
- Step 2**
If the grievance is not settled under step 1, a Union Representative will, within five (5) working days (excluding Saturdays, Sundays and holidays) of the decision under step 1 or within five (5) working days of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) working days following the said meeting.

- 29.06 A written grievance will indicate the nature of the grievance and remedy sought by the grievor. A copy of the grievance shall be forwarded to the Human Resources Department at the head office of the Employer.

ARTICLE 30 - ARBITRATION

- 30.01 If the parties fail to settle the grievance at step 2 of the grievance procedure, the grievance may be referred to arbitration.
- 30.02 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.
- 30.03 If a party wishes to arbitrate a dispute, it shall be done by a sole arbitrator.
- The two parties shall then jointly select a sole arbitrator. In case they are unable to reach agreement on this matter, either party may request the Minister of Labour to appoint an arbitrator.
- 30.04 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as a sole arbitrator.
- 30.05 Notices of desire to arbitrate a dispute and of suggested arbitrator(s) shall be served via email or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 30.06 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if 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.
- 30.07 The sole arbitrator 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.
- 30.08 The arbitrator is to be governed by the following provisions:
- a. The arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it;
 - b. The arbitrator shall determine its own procedure but shall give full opportunity to all parties to present evidence and made representations;

- c. The arbitrator 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 Employer's premises to view working conditions or operations which may be relevant to the resolution of a grievance;
 - e. Where the arbitrator is of the opinion that there is proper cause for disciplining an employee but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the board may substitute a penalty which is, in its opinion, just and equitable;
 - f. The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable;
 - g. The arbitrator 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 (½) of the remuneration and expenses of the arbitrator.
- 30.09 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in the grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the *Labour Relations Act*.
- 30.10 Either party may request a mutually agreed to independent Mediator as an interim step prior to proceeding to Arbitration if there is usefulness and it is deemed appropriate in the circumstances. Each party shall pay one-half (½) of the remuneration and expenses of such a grievance settlement officer.

ARTICLE 31 - HARASSMENT

So long as similar legislation exists, the points two (2) through five (5) inclusive is for informational purposes only.

Harassment Policy

1. The Union and the Employer agree to abide by the Ontario Human Rights Code.
2. "Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known unwelcome." Ref. Ontario Human Rights Code, Sec. 10(1)
3. Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed,

- age, record of offences, marital status, same-sex partnership status, family status or handicap. Ref. Ontario Human Rights Code, Sec 5 (2)
4. Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer's agent of the Employer or by another employee. Ref. Ontario Human Rights Code, Sec 7(2)
 5. The employee rights set out above shall be interpreted within the context of the Ontario Human Rights Code.
 6. An employee who believes that she has been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in Articles 29 and 30 of the Collective Agreement prior to filing a complaint with the Ontario Human Rights Code.

ARTICLE 32 - DURATION

- 32.01 This Agreement shall continue in full force and effect from August 1, 2012 – July 31, 2015, and for further 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) days to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.
- 32.02 All terms and conditions agreed to in collective bargaining and those awarded in interest arbitration shall become effective on the date the award was received, or the effective date(s) awarded or otherwise agreed.

Full retroactive payment will be paid on all hours paid by separate cheque to all employees.

It is agreed that any retroactive payment negotiated or awarded will only be payable to those employees employed on the date of ratification and/or the date of the interest arbitration award based on hours paid. Despite the foregoing, employees who legitimately retired, regardless of the time frame, or employees who voluntarily left their employment within sixty (60) calendar days of the date of ratification and/or the date of the interest arbitration award will also be eligible for the retroactive payment.

[illegible]

SCHEDULE A

This Collective Agreement applies to employees of the Employer working in the classifications as outlined below in the Employer's nursing homes at the following locations:

Sarnia

Kitchen
Housekeeping/Maintenance
Laundry
Nursing Aide
Activation Aide
Health Care Aide
Assistant Cook
Cook
Baker
RPN

St. Catharines

Kitchen
Housekeeping/Maintenance
Laundry
Nursing Aide
Activation Aide
Health Care Aide
Assistant Cook
Cook
Baker
RPN

Orillia

Kitchen
Housekeeping/Maintenance
Laundry
Assistant Cook
Cook

Toronto

Kitchen
Housekeeping/Maintenance
Laundry
Nursing Aide
Activation Aide
Health Care Aide
Assistant Cook
Cook
RPN

Newmarket

Kitchen
Housekeeping/Maintenance
Laundry
Nursing Aide
Activation Aide
Health Care Aide
Assistant Cook
Cook
RPN

SCHEDULE B

		August 1/11	August 1/12	August 1/13	August 1/14
Dietary Housekeeping Maintenance Laundry Aide			0%*	0%*	3rd year wage opener as outlined in Letter of Agreement #4
	Probation	18.353	18.353	18.353	
	Start	18.703	18.703	18.703	
	1 year	19.177	19.177	19.177	
	2 years	19.629	19.629	19.629	
	3 years	19.827	19.827	19.827	
Nurse Aide	Probation	18.489	18.489	18.489	
	Start	18.839	18.839	18.839	
	1 year	19.403	19.403	19.403	
	2 years	19.828	19.828	19.828	
	3 years	20.079	20.079	20.079	
Life Enrichment Aide Activation Aide	Probation	18.489	18.489	18.489	
	Start	18.839	18.839	18.839	
	1 year	19.403	19.403	19.403	
	2 years	19.828	19.828	19.828	
	3 years	20.079	20.079	20.079	
Cook	Probation	20.156	20.156	20.156	
	Start	20.506	20.506	20.506	
	1 year	20.955	20.955	20.955	
	2 years	21.369	21.369	21.369	
	3 years	21.607	21.607	21.607	
Assistant Cook	Probation	19.379	19.379	19.379	
	Start	19.729	19.729	19.729	
	1 year	20.242	20.242	20.242	
	2 years	20.705	20.705	20.705	
	3 years	20.955	20.955	20.955	
RPN	Probation	23.292	23.292	23.292	
	Start	23.612	23.612	23.612	
	1 year	24.201	24.201	24.201	
	2 years	24.625	24.625	24.625	
	3 years	24.888	24.888	24.888	
Baker (St. Catharines and Sarnia only)	Probation	19.002	19.002	19.002	
	Start	19.352	19.352	19.352	
	1 year	19.879	19.879	19.879	
	2 years	20.317	20.317	20.317	
	3 years	20.555	20.555	20.555	

* lumps sums as outlined in Letter of Agreement #3

Registered Practical Nurses

Registered Practical Nurses who have related experience elsewhere will have their experience recognized on the basis of one year credit for each two (2) years worked elsewhere to a maximum of Year 2 on the grid.

Health Care Aide/Gerontology

Employees who have completed the Health Care Aide course at an approved community college or have a Registered Nurse or Registered Nursing Assistant/Registered Practical Nursing Certificate working as Nursing Aides shall receive a premium of twenty (20) cents per hour above the applicable Nursing Aide rate. Employees who have a recognized Gerontology Certificate shall receive an additional five (5) cents per hour.

Handy Person

A premium of twenty-five cents (25¢) per hour above the applicable Housekeeping/Maintenance rate will be paid for all hours worked as a Handy Person when designated by the Employer.

Probationary Employees

Employees who are on probation shall be paid thirty-five cents (35¢) per hour less than the start rate of the classification during their probationary period.

LETTER OF AGREEMENT #1

Between

REVERA INC. (Bestview)
hereinafter referred to as the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the "Union"

PART TIME BENEFITS

The above parties agree that all part time employees may have a one-time option of moving from the benefit program to the cents per hour in lieu program. This option must be exercised within sixty (60) days of the ratification of this Agreement (July 10, 1998).

NOTE: Any sick time accrual shall be frozen at the rate of pay in effect at December 31, 1997. Access to this frozen bank shall be limited to when the employee moves to full time employment.

Signed this _____ day of _____, 2013.

For the Employer

For the Union

LETTER OF AGREEMENT #2

Between

REVERA INC. (Bestview)
hereinafter referred to as the “Employer”

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the “Union”

JOB CLASSIFICATIONS AND RATES OF PAY

The Employer will provide the Union and employees with ninety (90) days written notice prior to changing the pay date specified in Article 10.02.

Signed this _____ day of _____, 2013.

For the Employer

For the Union

LETTER OF AGREEMENT #3

Between

REVERA INC. (Bestview)
hereinafter referred to as the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the "Union"

LUMP SUM PAYMENTS

Employees in the employment in the week prior to the one year and the second year anniversary of the agreement will be entitled to the following lump sum payments:

Year 1	\$0.15 per hour paid for the 26 pay periods prior to the first pay period in the month prior to the one year anniversary of the agreement
Year 2	\$0.15 per hour paid for the 26 par periods prior to the second pay period in the month prior to the second year anniversary of the agreement

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one (1) hour at premium pay is equal to one (1) hour paid for the purpose of this calculation.

The lump sum payments are not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including but not limited to vacation) and will be subject to statutory deductions.

Payment of the first lump sum will be within four (4) weeks of the date of ratification. Payment of the second lump sum will be within four (4) week of August 1, 2014.

Signed this _____ day of _____, 2013.

For the Employer

For the Union

LETTER OF AGREEMENT #4

Between

REVERA INC. (Bestview)
hereinafter referred to as the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the "Union"

THIRD YEAR WAGE OPENER

1. The parties agree that failing the voluntary settlement of any wage adjustments in the 3rd year, either party shall be entitled to submit the matter to final and binding arbitration for a decision. Such Award will be binding on both parties as full and final settlement of the wage opener.
2. The parties agree that all other terms and conditions of the Collective Agreement, exclusive of the wage rates, remain status quo for the term of the Agreement.
3. The parties shall agree to pre-select an Arbitrator or Arbitrators within ninety (90) days of the Ratification of this Agreement. Failing agreement between the parties, either party shall be able to request for the Ministry of Labour to appoint an Arbitrator to hear the matter.
4. The parties agree to enter into negotiations for the wage opener no later than May 2014 unless otherwise mutually agreed.
5. The parties agree to request a date from the agreed upon Arbitrator for October of 2014 unless otherwise mutually agreed.
6. The parties agree to request the Arbitrator to issue his award prior to May 2015 unless otherwise mutually agreed.

Signed this _____ day of _____, 2013.

For the Employer

For the Union

**LOCAL ISSUES #1
MEMORANDUM OF SETTLEMENT**

Between

REVERA INC. (Bestview) – St Catharines

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

The parties agree for the term of this contract to the following:

OVER-BOOKING

In the event that there has been an over-booking in staff the following shall apply to the first paragraph of Article 10.03:

1. If the most junior call in person is working the number of hours of the over-booking then she shall be the person sent home after her four (4) hours worked.
2. If there is no call in person on duty, the most junior person who has scheduled hours shall be sent home.

EXCHANGE OF SHIFTS

1. Only two (2) exchanges in shifts per employee per time schedule shall be allowed, unless extenuating personal circumstances.
2. Shift exchanges between 3:00 p.m. Friday to 3:00 p.m. Monday, must be submitted with a seventy-two (72) hour notice and approved by the department head.
3. Any requested shift exchange must be for specified dates that occur within three (3) calendar weeks of one another.
4. Any requests for shift exchanges that are farther than three (3) calendar weeks apart will not be considered unless there are exceptional circumstances, at the manager's discretion which shall be exercised reasonably.
5. **Article 9.04c. – Add to existing:**
After the second posting the employer will offer subsequent vacancies by seniority to those who applied to the most recent vacancy within three months of the posting.

6. Probationary Committee

The union and the employer agree to re-establish the probation committee and work via the labour management committee to prepare guidelines for the committee.

Signed this _____ day of _____, 2013.

For the Employer

For the Union

**LOCAL ISSUES #2
MEMORANDUM OF SETTLEMENT**

Between

REVERA INC. (Bestview) – Sarnia

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

LOCAL ISSUES

The parties have agreed to deal with local issues in the following manner:

1. The one (1) employee in the housekeeping/maintenance/laundry department that currently do not work weekends, shall continue the privilege of weekends off. (Over and above the Collective Agreement).
2. In accordance with Article 13.03 of the current Collective Agreement, any employee who works more than four (4) hours overtime after the completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime.

3. Vacations

Full time employees are credited with five (5) scheduled working days for each week of vacation for which they are eligible under Article 18.01 of the Collective Agreement.

Part time employees are credited with scheduled working days off for each week of vacation for which they are eligible in accordance with the number of days per week they are regularly scheduled to work.

Note: It should be emphasized that the staff are not intending to use this approach in order to take all of their vacation time individual days off the working schedule, further, it is agreed and understood that all employees shall take at least two (2) weeks off in blocks of seven (7) consecutive calendar days.

Signed this _____ day of _____, 2013.

For the Employer

For the Union

**LOCAL ISSUES #3
MEMORANDUM OF SETTLEMENT**

Between

REVERA INC. (Bestview) – New Market

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

SENIORITY

The parties agree to renew the Letter of Understanding of June 4, 1996 in which the employees of Eagle Terrace have determined that their seniority hours shall be calculated on facility-wide basis.

This was bargained as a local issue at that time and will remain in effect.

Signed this _____ day of _____, 2013.

For the Employer

For the Union

**LOCAL ISSUES #4
MEMORANDUM OF SETTLEMENT**

Between

REVERA INC. (Bestview) – Main Street

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

SUMMER VACATION SCHEDULING

The parties agree that the following principles shall govern the scheduling of vacation time and accumulated lieu days for the smaller departments within the above facility.

In order to allow the maximum number of employees to take vacation during the summer vacation period, the employer may limit vacation leave time for individual employees to three week blocks during the months of June, July and August. The parties agree that this limitation on vacation scheduling shall normally apply to small departments and job classifications.

The employees who have been granted their three weeks' vacation shall be granted their remaining vacation entitlement on a rotating basis, once the vacation requests of other employees within the department have been accommodated.

The parties shall discuss and ratify the departmental vacation restrictions during a labour management meeting to be scheduled around the time outlined in Article 18.06a of the Collective Agreement.

The parties agree that this letter shall be subject to annual review and renewal.

Signed this _____ day of _____, 2013.

For the Employer

For the Union

LOCAL ISSUES #5
MEMORANDUM OF SETTLEMENT

Between

REVERA INC. (Bestview)
hereinafter referred to as the “Employer”

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the “Union”

JOB SHARING

Whereas some employees had expressed an interest in job sharing as a means to a more flexible working arrangement than is provide for in the Collective Agreement; and

Whereas job sharing arrangements have been in effect; and

Whereas job sharing has proven to be mutually satisfying arrangement for the employees involved, the Employer and the Union;

Therefore the Employer and the Union agree to the following terms and conditions for job sharing:

1. Job sharers shall be entitled to all provisions of the Collective Agreement as it applies to part-time employees, except as otherwise agreed herein.
2. Each employee beginning a job share position shall be subject to a trial period as started in Article 9.05 of the Collective Agreement.
3. All new job share agreements shall be voluntary and, further, subject to the mutual agreement of the employees involved, the Employer and the Union.
4. The parties agree that there shall generally be a limit of one job sharing agreement per department (based on the classification groupings set out in Article 14.02) per shift (based on the three normal shifts only, set out in Article 11.04, as applicable in each department). For clarity, the 6:00 a.m. – 2:00 p.m. shift shall be considered the same as 7:00 a.m. – 3:00 p.m. shifts.
5. Each job sharing arrangement shall be a 20-shift position. The job sharers shall have input into the work schedule and shall mutually determine their individual schedules. The final schedule shall be approved by the Director of Care and such approval shall not be unreasonably withheld.

6. Where a shift which belongs to a job-sharing employee needs to be filled via the call-in process, the job sharer's partner will have the first opportunity to fill such a shift. Where management becomes aware that the shift needs to be filled forty-eight (48) hours or more in advance of the shift, the job sharer's partner will be given four (4) hours to respond to a phone call (or answering machine message) before the shift is filled through the call-in procedure.
7. Unless she requests otherwise in writing, a job sharer shall be placed on the call-in list, in order of her seniority.
8. A job sharer shall have the right to apply and be considered for any job vacancies arising under the Collective Agreement.
9. Job sharers shall have the right to cover for their partner in whole or in part any scheduled time off, or leaves of absence. Whenever possible, a job sharer shall make an effort to make arrangements with her job share partner prior to informing Versa Care of her vacation requests. Shifts not covered at the job sharer's option shall be allotted to part-time staff temporarily, or posted temporarily in accordance with the Collective Agreement.
10. In the event of a statutory holiday, a job sharer scheduled to work the paid holiday shall receive time and one half for all hours worked plus 3.75 hours holiday pay. A job sharer not scheduled to work the paid holiday shall receive 3.75 hours holiday pay, provided they qualify. Statutory holidays for job sharers shall be the same as those to which full-time employees (subject to the above) are entitled. Each job sharer shall receive one (1) full float holiday. Job sharers may take a full lieu day, subject to the lieu day scheduling provisions of Article 17.11 by accumulating the holiday pay for two (2) statutory holidays.
11.
 - a. In the event one of the job sharers leaves her position, her share of the position shall be posted. The remaining job sharer shall be entitled to apply for the second half of the job share, and if she has the seniority and experience to be successful in that posting, the position shall revert back to a 20 shift position. In cases where there is no successful applicant for the job share, the job share shall revert to its regular 20 shift position, and be posted in accordance with the Collective Agreement.
 - b. When a job sharer leaves her position to work another temporary position within the facility, her position will be posted. If the other job sharer applies for that position, and she has the seniority to move into it, then she will temporary cover the twenty (20) day schedule in its entirety until the return of her partner.
12. All current job-sharers will be presented with a copy of this agreement and acknowledge receipt via their signatures. Any employee awarded a job share position in the future will be presented with a copy of this agreement before commencing work as a job sharer.

13. All questions, clarifications, and disputes relating to the Memorandum of Settlement shall be referred to Union and Employer representatives for solution and, where necessary, shall be subject to the grievance and arbitration procedures outlined in the Collective Agreement.

Signed this _____ day of _____, 2013.

For the Employer

For the Union

**IN THE MATTER OF THE HOSPITAL LABOUR DISPUTES ARBITRATION ACT
AND IN THE MATTER OF AN INTEREST ARBITRATION**

B E T W E E N :

**REVERA LONG TERM CARE INC. and its
PARTICIPATING NURSING HOMES
Eagle Terrace, Garden City Manor, Main Street,
Oak Terrace and Sumac Lodge**

(“the employer”)

- and -

CHRISTIAN LABOUR ASSOCIATION OF CANADA

(“the union”)

BEFORE: John McNamee, Chair
 Larry Robbins, Union nominee
 Brian O’Byrne, Employer nominee

APPEARANCES: For the Employer:

 Dan Robichaud and others

 For the Union:

 Kevin Gates and others

A W A R D

The parties were unable to resolve all of the issues with respect to the third year wage re-opener of their current collective agreements between the union and Revera Long Term Care Inc., representing 5 nursing homes. The collective agreement(s) were effective on August 1, 2012, and will expire on July 31, 2015. The parties were successful in negotiating a Memorandum of Agreement which resolved the first two years of the collective agreement, but which left unresolved the wage re-opener in the third year, which commenced on August 1, 2014.

The only issue in this dispute is the wage rates for the third year of this agreement. The union seeks a 2.75% general wage increase, plus an additional amount by way of an RPN wage adjustment. The employer offers an adjustment of 1.4%, which consists of a 0.7% general wage increase, and an equivalent lump sum of an additional 0.7%.

There was no disagreement as to our jurisdiction to decide these issues.

By way of background, Revera Long term Care Inc. is one of the largest operators of retirement homes and nursing homes in Canada. There are five nursing homes, Eagle Terrace, Garden City Manor, Main Street, Oak Terrace and Sumac Lodge, involved in this dispute.

In respect of these homes, the union represents approximately 571 employees. These employees are classified as RPN's; PSW/Health Care Aides; and Laundry, Housekeeping and Dietary Aides.

THE CRITERIA

The *Hospital Labour Disputes Arbitration Act* requires an interest board of arbitration to consider the following five criteria:

- a) The employer's ability to pay in light of its fiscal situation;

- b) The extent to which services may have to be reduced, in light of the decision or award, if current funding and taxation levels are not increased;
- c) The economic situation in Ontario and in the municipality where the hospital is located;
- d) A comparison, as between the employees and other comparable employees in the public and private sectors, of the terms and conditions of employment, and the nature of the work performed; and
- e) The employer's ability to attract and retain qualified employees.

The parties also agreed that the replication principle should apply, and that we should consider comparability to other employers and bargaining units, as well as total compensation and demonstrated need. We have considered all of the statutory criteria, the economic data, the precedents, and the arguments placed before us.

The employer did not argue that it had an inability to pay. The union did not argue that the employer had an inability to attract and retain qualified employees.

ORDER

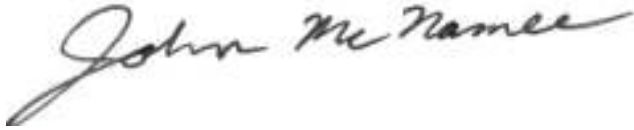
In light of all of the circumstances and submissions, the Board makes the following award. The parties are therefore directed to amend their collective agreement(s) to include the following modification:

- 1) Retroactive to August 1, 2014, increase all wages rates by 1.5%. Retroactivity is to be paid in accordance with Article 32.02 of the collective agreement.

In light of Arbitrator's Teplitsky's November, 2014, award in Participating Nursing Homes and SEIU, Local 1, this board reserves jurisdiction on the matter of an adjustment increase for RPN's until such time as Arbitrator Davie issues her award regarding the scope of work for registered nurses and registered practical nurses.

The board retains jurisdiction over this Award until the collective agreement(s) is/are appropriately amended.

DATED at Toronto, this 23rd day of December, 2014.

A handwritten signature in cursive script that reads "John McNamee".

John McNamee, Chair

I concur "Larry Robbins"
Larry Robbins, Union nominee

I concur "Brian O'Byrne"
Brian O'Byrne, Employer nominee