

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**WOODLAND VILLA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1919**

**JULY 1, 2006 TO JUNE 30, 2009**

**12056 (05)**

## INDEX

ARTICLE		PAGE
1	Preamble	2
2	Management Rights	3
3	Recognition	3
4	No Discrimination	4
5	Union Membership Required	5
6	Check-off Union Dues	5
7	The Employer & the Union shall Acquaint New Employees	5
8	Correspondence	6
9	Labour Management Bargaining Relations	6
10	Grievance Procedure	8
11	Arbitration	12
12	Discharge, Suspension & Discipline	13
13	Seniority	15
14	Promotion and Staff Changes	18
15	Layoffs and Recalls	21
16	Hours of Work	24
17	Overtime	28
18	Holidays	29
19	Vacations	31
20	Sick Leave Provisions - Full-time Employees only	34
21	Leave of Absence	34
22	Payment of Wages and Allowances	41
23	New Classification	42
24	Employee Benefits - Full-time Employees only	42
25	Shift Premium	44
26	General Conditions	44
27	Copies of Agreement	46
28	Term of Agreement	46
29	Technological Changes	46
30	Health & Safety	47
	Signing Page	48
	Schedule " A	49

## **ARTICLE 1 - PREAMBLE**

**1.01** It is the purpose of both parties to this Agreement:

- 1) to maintain and improve harmonious relation and settled conditions of employment between the Employer and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services etc.
- 3) to encourage efficiency in operations;
- 4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- 5) to foster mutual respect between the parties

### **1.02 Definitions**

- a) Any and all references to the word "Union" throughout this Agreement shall be taken to mean the Local Union of the Canadian Union of Public Employees and being Local 1919.
- b) Department shall be understood to be the following:
  - i) Nursing
  - ii) Dietary
  - iii) Housekeeping
  - iv) Laundry
  - v) Maintenance
  - vi) Program

Classification shall be understood to be the following:

- i) RPN
- ii) HCA/PSW/NA
- iii) Dietary Aide
- iv) Housekeeping Aide
- v) Laundry Aide
- vi) Maintenance
- vii) Activity/Restorative Care Aide

## ARTICLE 2 – MANAGEMENT RIGHTS

**2.01** The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer, and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement;
- d) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home;
- e) Have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up work areas, work schedules and the increase or reduction of personnel.

These rights shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.

## ARTICLE 3 – RECOGNITION

### **3.01** Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1919 as the sole and exclusive collective bargaining agent for all employees of Woodland Villa in Long Sault, Ontario save and except Supervisors, persons above the rank of supervisor, Secretary and Assistant Secretary to the Administrator, graduate and registered nurses, Life Enrichment Co-ordinator and Technical Personnel.

### **3.02** Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall

undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers duly elected to represent its members for each respective committee's. Such notice shall indicate the term of office of each position. The Employer shall not be required to recognize any such officer until such notification is provided by the Union. Likewise, the supervisory personnel with whom the Union may be required to transact business.

### **3.03 Work of the Bargaining Unit**

Persons whose jobs are not in the Bargaining Unit, excepting residents performing minimal services, shall not work on any jobs which are included in the Bargaining Unit unless it is for the purposes of instruction, experimenting or in emergencies, and provided that the act of performing the aforementioned operations does not in itself, reduce the hours of pay of any employee within the Bargaining Unit.

### **3.04 No Other Agreement**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives, which may conflict with the terms of this Collective Agreement.

### **3.05 Application of Agreement Provisions**

The provisions of the Agreement shall be applicable to all employees within the Bargaining Unit, including part-time employees, unless otherwise specified or excluded.

### **3.06 Canadian Union of Public Employees Representative**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the Employer on matters relating to the Collective Agreement. Such representative shall have access to the Employer's premises at any reasonable time in order to investigate and assist in the settlement of a grievance or any other matter, relating to the Collective Agreement upon giving the Administrator Notice.

### **3.07 The parties agree that management and Union representatives shall conduct themselves in a courteous and professional manner.**

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring. Wage rates, training, upgrading, promotion, transfer, layoff, recall,**

discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, ancestry, national origin, political or religious affiliation, sex or marital or parental status, sexual orientation, family relationship, place of residence, disability, nor by reason of his/her membership or activity in the Union. The Human Rights Code shall also apply.

## **ARTICLE 5 – UNION MEMBERSHIP REQUIRED**

**5.01** Upon hiring, an employee who is eligible for membership shall, as a condition of employment, become and remain a member in good standing of the Union.

## **ARTICLE 6 - CHECK-OFF UNION DUES**

### **6.01 Check-off Payments**

The Employer shall deduct from every employee any dues, assessments or initiation fees levied by the Union on its members.

### **6.02 Deductions**

Dues deductions shall be made on every payroll and forwarded to the national Secretary Treasurer of the Union no later than the end of the month following the month from which deductions were made.

## **ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL AQUAINT NEW EMPLOYEES**

### **7.01 New Employees**

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with the Union Security and Dues Check-off.
- b) The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and termination of employment within seven **(7)** working days.
- c) The Union shall provide each new employee with a copy of the current Collective Agreement within the orientation period. The employee shall sign to acknowledge receipt.

### **7.02 Employee Interview**

**A** new employee will have the opportunity to meet with a representative of the Union in the employ of the Home for a period of up to fifteen **(15)** minutes during the

employees first day of orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

The Employer shall advise the Union in advance as to the names of the persons listed for such meeting and the time and place designated. The Union shall advise the Employer, in writing as to which representative of the Union shall be responsible for conducting meetings with new employees.

## **ARTICLE 8 – CORRESPONDENCE**

**8.01** All correspondence between the parties arising out of this Agreement or incidental thereto shall be in writing signed and dated and shall pass to and from the Administrator of the Home and the Secretary or her designate of the Union with the exception of notices under Article 29.01. The Union shall be provided a designated mailbox. It is agreed that the Secretary or her designate shall sign and date the form provided to acknowledge receipt of all correspondence.

## **ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### **9.01 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed to consist of not more than four (4) members of the Union. The Union shall advise the Employer in writing of the Union nominees to the committee three (3) weeks in advance of the commencement of the negotiation process. Committee membership shall remain the same throughout the negotiation process.

Notwithstanding the above, should the situation arise where a member of the Union Bargaining Committee is unable to attend a negotiation meeting, due to illness or emergency, an alternate member(s) may be substituted. The Union agrees to notify the Employer in writing, of the substitution(s) as far in advance as it is reasonably possible to do so.

### **9.02 Function of Bargaining Committee**

- a) All matters pertaining to negotiating of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement in accordance with provisions of this Agreement.
- b) The Employer will make available to the Union any information within his possession with respect to job descriptions, job classifications and employee benefit plans, which is desired and requested by the Union for collective bargaining purposes.

### 9.03 Meeting of the Bargaining Committee

In the event either party wishes to call a bargaining meeting with the other party, the meeting shall be held at a place fixed by mutual agreement. Such meeting shall be held not later than fifteen (15) calendar days after the request has been given or at another mutually agreed time.

Cost of meeting facilities to be shared by both parties.

### 9.04 Time Off for Negotiations

- a) It is agreed that the four (4) designated members of the Union Bargaining Committee who are in the employ of the Employer, shall have the right to attend negotiating meetings held with representatives of the Employer, with entitlement to remuneration at his regular hourly rate of pay for time lost from work while attending such meetings up to and including conciliation. Such payment shall be limited to the length of the meeting and shall not exceed the amount the employee would normally have earned for such regular working day.
- b) Members of the Union Bargaining Committee scheduled to work the night shift prior to the negotiating meeting shall be entitled to the day off for negotiations and be paid in accordance with 9.04 a).

### 9.05 Labour Management Committee

- a) The Labour Management Committee shall consist of the Union President and three (3) other designated representatives from the Union Executive/Stewards and the Administrator and three (3) other designated representatives of the Employer. Each party shall designate one (1) alternate to be present in the absence of a committee member.

Each party will advise the other in writing of the names of each designate and committee membership shall be for a term of one (1) year.

- b) An employee shall not suffer any loss of pay for attending meetings held with the Employer during his regular working hours. Members attending meetings of the Labour Management Committee on their scheduled time off shall be paid for time spent at such meeting up to a maximum of one (1) hour at their regular rate of pay. Such attendance shall not be subject to premium payments and shall not result in overtime payments.
- c) The parties shall exchange a written agenda of issues to be discussed one (1) week in advance of the scheduled meeting.
- d) Meetings shall be held in accordance with the committee terms of reference



agreed by the parties.

#### **9.06 Function of Labour-Management Committee**

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- b) Improving and extending services, including public relations, and relations with residents;
- c) Promoting safety and sanitary practices;
- d) Reviewing suggestions from employees and/or Employer questions of working conditions and services (but not grievances concerned with services);
- e) Correcting conditions causing grievances and misunderstandings.

#### **9.07 Minutes of Meetings**

Minutes of Labour-Management Meetings shall be prepared by the Employer and shall be dated, approved and signed by both parties. Copies of minutes shall be sent to both parties.

### **ARTICLE 10 – GRIEVANCE PROCEDURE**

#### **10.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Stewards shall assist any employee which, the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure.

#### **10.02 Stewards**

The Union shall have the right to elect five (5) Stewards who must be employees of the Employer during their term of office, and one of whom shall be designated as a Chief Steward.

#### **10.03 Names of Stewards / Supervisory Staff**

- a) The Union shall notify the Employer, within one (1) week after such appointments of elections take place, in writing, of the name of each Steward

and the department(s) she represents and the name of the Chief Steward, before the Employer shall be required to recognize her.

- b) Such notification shall identify the Stewards term of office.
- c) The Employer shall notify the Union in writing, within one (1) week, of any new Supervisory staff and the department(s) they represent, before the Executive of CUPE Local 1919 shall be required to recognize them.

#### **10.04 Grievance Committee**

The Chief Steward, President of the Union and the Steward directly involved with the grievance being settled shall constitute the Grievance Committee. Two (2) members of the Committee shall constitute a quorum for any grievance matter. It is understood that the Grievance Committee shall be restricted to three (3) members.

Notwithstanding the above, it is understood that the grievor shall have the right to be present at each step of the grievance procedure. If the President is unable to attend the meeting, then the Vice-president shall attend.

#### **10.05 Permission to Leave Work**

The Employer agrees that Stewards and Executive Officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties related to said grievance while investigating disputes and presenting adjustments as provided in this Article. The Union acknowledges that Stewards and Executive Officers have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of employees without having first secured permission from their immediate Supervisor, which permission shall not be unreasonably withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to her at the time of their return to work. Time away from her job for the purpose of handling existing grievances will be interpreted as time worked provided such handling is within the Home, and provided the Steward returns to her duties within the time approved by the Supervisor.

#### **10.06 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement. The Employer and the Union agree that it is of the utmost importance to attend to complaints and grievances as quickly as possible.

An employee who has a complaint shall first take up the matter with the immediate supervisor accompanied by a Steward, if they so desire, within ten (10) working days of the time where the circumstances giving rise to it occurred or originated. If circumstances (i.e. vacation) prevent an employee from verifying the accuracy of

his/her pay, it is understood that a payroll related complaint will be presented within ten (10) working days of the time he/she is able to make such verification.

It is agreed and understood that the employee has no grievance until the complaint has been referred to the employee's immediate supervisor.

The supervisor shall provide a response to the complaint within five (5) working days. Failing a satisfactory resolve, the complaint may be taken up as a grievance in the following manner.

### **10.07 Settling of Grievance**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

#### **STEP 1**

If the complaint is not settled a formal written grievance stating the specific article(s) of the Collective Agreement allegedly violated, redress sought and signed by the employee shall be given to the supervisor within five (5) working days of her response under Article 10.06 b).

The supervisor shall have five (5) working days after receipt of the written grievance to provide a written response.

#### **STEP 2**

If the grievance is not settled at Step 1, the Union may appeal it by giving written notice of such appeal to the Administrator within five (5) working days after receipt of the Supervisor's written answer. The Administrator shall convene a meeting with the Grievance Committee at a time to be fixed by both parties. Such discussion shall be held within ten (10) working days or another mutually agreeable time. The Administrator or her designated representative shall give her written response within seven (7) working days after the close of the discussion.

#### **STEP 3**

If the grievance is not settled at Step 2, the Union may appeal it by giving written notice of such appeal to the Administrator within five (5) working days after receipt of the Supervisor's written answer. The parties, including the CUPE National Servicing Representative and the Company Human Resources Representative shall meet at a mutually agreeable date and time to discuss the grievance. The Company will provide the Union with a written response within (10) working days after the close of discussions.

### **10.08 Policy Grievance**

The Union may institute a grievance consisting of an allegation of a general

misinterpretation or a violation by the Employer of this Agreement affecting the Union. Such grievance shall be filed at Step No 2 of the Grievance Procedure providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves initiate and the regular Grievance Procedure shall not be thereby bypassed.

- a) The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the new parties in resolving grievances. By mutual agreement, the parties may extend the time limits for the grievance and utilize the **services** of a Mediator.
- b) The parties shall agree on a Mediator and the cost of the Mediator will be shared between the parties.
- c) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no formal record of the proceedings shall be made and legal counsel shall not be used by either party.
- d) If possible an agreed statement of facts will be provided to the Mediator.
- e) In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as a mediator may serve as Arbitrator, unless otherwise agreed.

#### **10.09 Management Grievance**

Any grievance instituted by Management is to be referred in writing, stating particulars of the grievance and the redress sought, to the Secretary of the Union within five (5) working days of the incident **so** grieved. Prior to the rendering of a decision under this Article, a meeting will be held between the parties concerned within five (5) working days of the Grievance submission to endeavour to resolve the matter being disputed.

The Grievance Committee shall meet within ten (10) working days of such meeting and shall provide the Employer with a written response within five (5) working days of such meeting. Failing a satisfactory settlement being reached, the Employer may refer the grievance to Arbitration as set forth in Article 11.

#### **10.10 Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, identifying each employee who is grieving, to the Department Head or his designate in

accordance with Step 1 of the grievance procedure. Where the Union requires additional time, the parties may agree to an extension of time limits in accordance with Article 11.07.

### **10.11 Facilities for Grievance**

The Employer shall supply the necessary facilities for the grievance meetings.

### **10.12 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

### **10.13 Working Days**

For the purpose of this Article, working days shall not include Saturday, Sunday or Statutory Holidays.

## **ARTICLE 11 – ARBITRATION**

### **11.01 Composition of Board of Arbitration**

Either party may, within fifteen (15) working days of the rendering of a decision by the Grievance Committee or the Administrator under Step 3 of the Grievance Procedure, request that a grievance be submitted to arbitration. The request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board.

Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairman. The parties may, in lieu of a Board of Arbitration, elect by mutual agreement to refer a grievance to a sole Arbitrator.

### **11.02 Failure to Appoint**

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a chairman within seven (7) days of their nomination, the appointment shall be made by the Ontario Labour/Management Arbitration Commission upon request of either party.

### **11.03 Board Procedure**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

#### **11.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is not majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

#### **11.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within thirty (30) days of the date of the award.

#### **11.06 Expenses of the Board**

Each party shall pay:

- i) The fees and expenses of the nominee it appoints;
- ii) One-half (1/2) of the fees and expenses of the Chairman.

#### **11.07 Amending of Time Limits**

- a) Failure of the Employer to reply in accordance with the agreed time frames of the grievance, mediation and arbitration procedures will be considered a denial of the grievance.
- b) Failure of the Union to carry the grievance through the grievance, mediation or arbitration procedure as per the steps and time limited provided for in the collective agreement will result in the grievance considered to be abandoned.
- c) No grievance shall proceed to mediation or arbitration without first having been carried through all agreed steps and time lines of the grievance procedure.
- d) Time limits established in both the grievance, mediation and arbitration procedures may be extended only by mutual and written consent of the parties.

### **ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

#### **12.01 Discharge Procedure**

A full-time employee who has completed his three (3) month's (four hundred and fifty (450) hours for part-time employees) probationary period may be suspended or

dismissed for just cause and upon the authority of the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of such discharge or suspension. Such dismissed probationary employee shall not have any rights under the grievance procedure.

#### **12.02 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10, Grievance Procedure, within five (5) working days. Step 1 of the Grievance Procedure shall be omitted in such cases.

#### **12.03 Burden of Proof**

- i) In cases of discharge and discipline, the burden of proof or just cause shall rest with the Employer.
- ii) Evidence to be used by the Employer shall be made known to the Union in advance of the grievance meeting.

#### **12.04 Unjust Suspension of Discharge**

When it has been determined that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earnings during the next pay period preceding such discharge or suspension, or any other arrangement of compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

#### **12.05 Disciplinary Report**

The Employer shall make available to an employee or an Officer of the Union, with the consent of the employee concerned, any report concerning his work which may be on file including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. An employee shall acknowledge viewing such report or complaint by affixing thereto his signature. Where an employee received a disciplinary report and receives no further reports of a similar nature for a period of twelve (12) months, such report shall be removed from the employee's file and shall not thereafter be used against him/her.

In the case of disciplinary action for abuse or neglect of a resident, the report shall be removed from the employee's file after a period of thirty-six (36) months providing the employee's file has remained discipline free for such thirty-six (36) month period.

## 12.06 Right to Have Steward Present

- a) Where the Employer intends to discipline an employee, the Employer shall **so** notify the employee in advance in order that the employee may contact his/her Steward or Union Officer to be present at such meeting.
- b) If the Employer deems it necessary to take disciplinary action against an employee, the employee will be advised of such pending discipline within **(10)** ten working days of the Employer becoming aware of the facts giving rise to the discipline.

## 12.07 Access to Personnel File

An employee shall have the right, not more than once every three (3) months during normal office hours, with or without a Union representative, to have access to review his/her personnel file. An employee shall have the right to respond in writing to any document therein and such reply shall become part of the permanent record.

## 12.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of any employee(s) concerned as witnesses.

In order to facilitate appropriate scheduling in the Home, the Union shall provide the Administrator with a written request for witnesses to be scheduled off at least one **(1)** week in advance where possible. If the Union fails to provide such notice, it is understood that there will be no guarantee that the leave will be granted.

## ARTICLE 13 - SENIORITY

- Definitions**
- a) Full-time employees are those employees regularly scheduled to work more than forty-eight **(48)** hours biweekly.
  - b) Part-time employees are those employees regularly scheduled to work forty-eight **(48)** hours bi-weekly or less.

### 13.01 Seniority Defined

#### a) Full-time Employees

Seniority is defined as the length of service in the bargaining unit which shall include service with the St. Lawrence Estate providing there has been no break in service between St. Lawrence Estate and Woodland Villa. An employee who has completed his probationary period, as set out in Clause 13.03 below, shall have his name placed on the seniority list and shall be credited with three (3)



months of seniority.

b) **Part-time** Employees

- i) Seniority is defined as the number of hours worked in the bargaining unit. An employee who has completed his probationary period, as set out in clause 13.03 below, shall have his name placed on the seniority list and shall be credited with four hundred and fifty (**450**) hours of seniority.
  - ii) Seniority for part-time employees will accrue by hours of work, fifteen hundred (1500) hours being equivalent to one (1) year seniority and one hundred and twenty-five (125) hours equating to one (**1**) month.
- c) Where full-time employees change their status to part-time, and where part-time employees change their status to full-time, the following equation shall be used when converting hours of work to years of service and vice-versa:
- 1500 hours = one year service  
125 hours = one month service
- d) Under no circumstance can an employee gain more than one (1) year of service in one year. Regardless of the number of hours worked in a year, a part-time employee shall not accrue more than fifteen hundred (1500) hours of seniority per year. This cap will be applied to all provisions related to service/seniority rights provided for in the Collective Agreement.

### 13.02 Seniority List

- a) The Employer shall maintain a seniority list showing years and months of service for full-time employees and the number of hours worked for part-time employees. Full-time employees who have transferred from part-time shall have their seniority expressed in years and months (if less than one (1) year) and hours (if less than one (1) month).
- b) An up-to-date seniority list shall be sent to the Union and posted on the bulletin board designated therefore, in February and August of each year. Employees shall have thirty (30) calendar days from the date of posting to notify the Employer of any errors in seniority calculations. If no errors are reported within such thirty (30) day period, the seniority list shall be accepted as correct for all employees.
- c) For the purpose of applying calculated seniority the following will apply:
  - i) Job posting: calculated to the closing date of the posting
  - ii) Any other circumstances: in accordance with the most recent posted seniority list

### 13.03 Probation for **Newly Hired Employees**

Newly hired employees shall serve a probationary period as follows:

- a) Full-time employees: three (3) months from the date of hiring
- b) Part-time employees: four hundred and fifty (**450**) hours from the date of hire
- c) Newly hired employees may be discharged at the discretion of the Employer during probationary periods, without application of the grievance procedure provided for in the collective agreement.
- d) Should an employee assume a full-time position during his probationary period as a part-time employee, any shifts worked shall be considered as a portion of expired probation in the full-time position. During the probationary period, the employee shall however, be entitled to all other rights and benefits of this agreement, unless otherwise provided herein, and with the exception of the grievance procedures pertaining to discharge.
- e) Any hours worked on a modified work program during the probationary period shall not be considered probationary time served under the provision of Article 13.03 a) or b).

### 13.04 **Loss of Seniority**

- a)
  - i) An employee, because of sickness, accident or leave of absence shall not lose seniority rights. Leaves of absence not related to accident or illness shall be without loss or accrual of seniority unless otherwise specified in this agreement.
  - ii) Employees on leave of absence due to illness or a non-work related accident shall continue to accrue seniority while in receipt of Weekly Indemnity benefits.
- b) An employee shall be deemed terminated in the event of:
  - i) She is discharged for **just** cause and is not reinstated.
  - ii) She voluntarily resigns.
  - iii) She is absent from work in excess of two (**2**) working days without prior approval or sufficient cause.
  - iv) She fails to return to work within seven (7) calendar days following layoff and after being notified by registered mail to do **so**, unless through sickness or other just cause.

- v) She is laid off for a period of longer than eighteen (18) months.
- vi) She fails to return to work upon the termination of an authorized leave of absence, or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted.
- vii) She has refused the opportunity to work for a period of three (3) consecutive months. It is understood that "no answer" shall not constitute a refusal.

## **ARTICLE 14 - PROMOTION AND STAFF CHANGES**

- 14.01** a) i) When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall post notice of the position within two (2) weeks of the position becoming vacant on the bulletin board designated for such purpose, for a minimum of seven (7) calendar days and send a copy of the notice to the Union at the same time as the vacancy is posted.
- ii) The posting shall be awarded within seven (7) working days following the application deadline. The successful applicant shall assume the posting as scheduling permits.

### **b) Temporary Vacancies**

- i) Temporary vacancies expected to last sixty (60) days or more shall be posted in the same manner as 14.01 (a). It is understood that where the Employer could not be reasonably aware of a vacancy lasting more than sixty (60) days, such vacancy shall be posted when the Employer becomes aware, or after sixty (60) days whichever comes first.

Such vacancy will be filled in accordance with the provisions of Article 14.04. The successful candidate will be paid the regular rate of pay in accordance with employee's seniority status. Part-time employees filling temporary full-time vacancies shall maintain their part-time status for a maximum of one month, at which time the employee shall be paid the full-time rate and be eligible for full-time benefits.

Full-time employees filling temporary part-time vacancies shall maintain their full-time status for one month, at which time the employee shall be paid the part-time rate and will not be eligible for full-time benefits.

- ii) Vacancies of sixty (60) days or less need not be posted but shall be filled by the most senior part-time employee with the required qualifications to a maximum of forty-eight (48) scheduled hours per pay period.

- iii) Full-time employees may apply for temporary vacancies of more than sixty (60) days.
- iv) An employee holding a temporary vacancy that extends to one **(1)** year or beyond, may choose to remain in said temporary vacancy or return to her permanent position at the end of each year in the temporary position. If the employee chooses to return to her former position, the temporary vacancy shall be re-posted.
- c) Probationary employees may apply for job postings provided such posting is for a position within the same department.
- d) It is understood that the posted schedules for employees filling a temporary vacancy may be changed without notice in the event of an employee on leave returning to work.

#### **14.02 Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge, education, skills and shift.

#### **14.03 No Outside Advertising**

Outside advertising for any job vacancy shall not occur until notice has been posted in accordance with Paragraph 14.01.

#### **14.04 Role of Seniority in Promotions and Transfer**

Both parties recognize:

- i) The principle of promotion within the service of the Employer.
- ii) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, provided he possesses the required qualifications. The successful applicant shall be notified within two **(2)** weeks of the completion of the posting.

#### **14.05 Trial Period**

The successful applicant shall be placed on trial for the period of forty-five **(45)** calendar days. Conditional to satisfactory service, the employee shall be declared permanent after the period of forty-five **(45)** calendar days. In the event the successful applicant

proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without **loss** of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without **loss** of seniority. During the forty-five (45) day trial period, the employee shall not be eligible to apply for any other position, unless the new posting is for a different shift or the new posting provides for additional hours or the trial period is in a temporary position and the new posting is a permanent position.

It is understood that the trial period only applies to employees who have assumed a new position in a different classification.

#### **14.06 Promotions Requiring Higher Qualifications**

Where there is no qualified applicant for a posted position, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but who is preparing for qualifications prior to the filling of the vacancy. If such employee is promoted, he will be given an opportunity to qualify within forty-five (45) days and if he fails to qualify he shall revert to his former position and wage rate. This paragraph to comply with MOH regulations.

#### **14.07 Notification to Employee and Union**

- a) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the designated bulletin board.
- b) An employee voluntarily terminating his employment shall notify the Employer and the union at least two **(2)** weeks prior to the effective date of such terminations.

#### **14.08 Handicapped Worker Provision**

An employee unable through injury or illness to perform his normal duties may be provided with alternate suitable employment if such is available, and provided such employee does not displace another employee. It is understood that this provision shall not apply to work related illness or injury.

#### **14.09 Older Worker Provision**

An employee who through advancing years if unable to perform his normal duties, may be provided with alternate suitable employment if such is available and provided such employee does not displace another employee.

## 14.10 Retirement

The retirement age for all employees within the Bargaining Unit shall be 65 years. An employee, having attained retirement age, may be retained subject to the approval of the Employer, providing he is medically fit and capable of performing his work satisfactorily.

## ARTICLE 15 - LAYOFFS AND RECALLS

**15.01** Layoff shall be defined as a period of at least one (1) week in which an employee receives less than three-quarters' (3/4) of the wages she would earn at her regular rate in a regular non-overtime work week. The Employer shall give at least one (1) week notice of layoff.

**15.02** The Employer agrees to meet with representatives of the Union prior to the implementation of any layoffs or reduction of hours in order to give the parties an opportunity to discuss alternative solutions.

### 15.03 No New Employees

No new employee shall be hired until those qualified to perform the same type and class of work on lay-off have been given an opportunity of recall.

### 15.04 Advance Notice of Layoff

- a) In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) weeks or more, the Employer will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to required notice for individual employees.
- b) In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act as follows:
  - i) one (1) week's notice in writing to the employee if her period of employment is less than one (1) year
  - ii) two (2) weeks' notice in writing to the employee if her period of employment is one (1) year or more but less than three (3) years
  - iii) three (3) weeks' notice in writing to the employee if her period of employment is three (3) years or more but less than four (4) years
  - iv) four (4) weeks' notice in writing to the employee if her period of employment is four (4) years or more but less than five (5) years

- v) five (5) weeks' notice in writing to the employee if her period of employment is five (5) years or more but less than six (6) years
- vi) six (6) weeks' notice in writing to the employee if her period of employment is six (6) years or more but less than seven (7) years
- vii) seven (7) weeks' notice in writing to the employee if her period of employment is seven (7) years or more but less than eight (8) years
- viii) eight (8) weeks' notice in writing to the employee if her period of employment is eight (8) years or more.

**15.05** Where a layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice provided for in (a) shall be considered notice to the Union of any subsequent layoff.

### **15.06 Lay-Off Procedure**

- a) In the event of lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the skill, ability and qualifications required to perform the work.

An employee who is subject to lay-off shall have the right to either:

- b)
  - i) accept the lay-off, or
  - ii) displace an employee who has lesser bargaining unit seniority and whose regularly scheduled hours (number and shift) are most comparable to those of the laid off employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off has the skill, ability and qualifications required to perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.
- c) In the event that there are no employees with lesser seniority in lower or identical paying classifications, as defined in this article, a laid off employee shall have the right to displace an employee with lesser seniority who is the least senior employee in a classification where the straight-time hourly rate at the level of service corresponding to that of laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.
- d) An employee who chooses to exercise her right to displace another employee,

shall advise the Employer, in writing, of her intention to do so, and identify the position to be claimed within seven (7) days after receiving the notice of lay-off.

- e) An employee who chooses to accept the lay-off shall notify the Employer of her intention, in writing, within seven (7) days after receiving the notice of lay-off. It is understood that in doing so, the employee forfeits her bumping rights.

### 15.07 Recall Rights

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he or she has the skill, ability and qualifications required to perform the work before an opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the skill, ability and qualifications required to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- b) No new employee shall be hired until all those laid off for less than eighteen (18) months have been given the opportunity to return to work provided the employee(s) on lay off have the skill, ability and qualifications to perform the available work. The Employer shall notify the employee of recall opportunity by Registered Mail, addressed to the last address on record with the Employer. The notification shall state the position to which the employee is eligible to be recalled and the date and time at which the employee shall return to work. The employee shall notify the Employer of her intent to assume or refuse the position within five (5) days of receipt of the Registered letter. Receipt of the Registered letter shall be deemed to be on the fifth (5<sup>th</sup>) day following the date of mailing. The employee is solely responsible for his proper address being on record with the Employer.

The Employer shall pay its' share of the insured benefits premiums for the month in which the lay-off occurs.

- c) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed sixty (60) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- d) A laid off employee shall retain the rights of recall for a period of eighteen (18) months.
- e) For purposes of lay-off and recall, full-time and part-time seniority will be deemed to be merged. Accordingly, one (1) year full-time seniority equals fifteen hundred (1500) hours' part-time seniority.



- f) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the original classification which was held prior to the lay-off should a permanent position become vacant within nine (9) months of being recalled. This shall only apply after everyone qualified has been recalled.
- g) An employee who has been displaced into a different classification shall have the privilege of returning to the original classification, which was held prior to the displacement should it become vacant within nine (9) months of being displaced.

This shall only apply when a laid off employee is not qualified to work in the position they are being recalled to.

An employee may elect to refuse the opportunity to return to her original classification. It is understood that in doing so, such employee forfeits the rights provided for under this Article.

- h) Employees whose hours have been reduced shall have the opportunity to increase their hours to the number they were at prior to the reduction, before activating the recall procedure. If the employee opts not to exercise his/her right under these provisions, he/she forfeits any future entitlement to have her hours reinstated.

### **15.08 Grievances on Lay-offs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

### **15.09 Contracting Out**

In order to provide security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit, except that the Employer shall have the right to continue to contract out work in the area of sewing, snow removal and lawn maintenance. It is acknowledged that this term will not prohibit the short term use of outside replacement personnel where regular employees are not available.

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

### **16.01 Regular Working Hours**

- a) The regular working hours for full-time employees within the Bargaining Unit shall not be more than seven and one half (7½) hours per shift excluding a thirty (30) minute meal break and the total regular working hours shall not exceed seventy-five (75) hours during a scheduled two (2) week period.

- b) The regular working hours for part-time employees within the Bargaining Unit shall not be less than three (3) hours' and not more than seven and one half (7½) hours per shift.
- c) Part-time employees working more than four (4) consecutive hours shall be entitled to a thirty (30) minute unpaid meal break.
- d) Notwithstanding the above, due to the nature of care, the Employer may introduce shifts of less than seven and one half (7½) hours upon agreement by the Union.

Such agreement will not be unreasonably withheld where shifts of less than seven and one-half (7½) hours are deemed to be in the best interest of the care of the residents and/or the workload or health and safety of employees.

- 16.02 a) No employee shall be scheduled to work more than five (5) consecutive days without his consent or agreement thereto. An employee's application for a job posting is agreed to be her consent.
- b) Shift rotation for current full-time and part-time employees may only be introduced after the Union and the Employer have reached mutual agreement on implementation of such rotation, failing to reach mutual agreement the matter may be referred to the grievance procedure.
- c) It is understood that this provision shall not apply to new employees or to employees who choose to rotate shifts through the job posting procedure.

### 16.03 Work Schedules

- a)
  - i) Work schedules for all employees shall be posted in each respective department two (2) weeks in advance of the start of the new schedule.
  - ii) It is the responsibility of employees to check the schedule for their hours of work.
  - iii) If the Employer amends the schedule once it is posted, he shall notify the employee of the changes or additions within one (1) week of the change taking effect.
- b) Work schedules shall be arranged to allow for equality of weekend distribution. It is understood that a weekend shall mean Friday 11:00 p.m. until Sunday 11:00 p.m.
- c) Employees scheduled to work less than fifteen (15) hours off between shifts shall be compensated at one and one half (1½) times their regular rate of pay. This shall not include call-ins. There shall be no pyramiding of overtime payment.

- d) Employees may submit written requests for a specific day off. Such requests will not be unreasonably denied, providing the request is received one **(1)** week prior to the posting of the schedule. Only in extenuating circumstances will requests, not submitted one **(1)** week prior to the posting of the schedule, be considered.
- e) The schedules once posted shall not be changed without mutual consent of the employee and the Employer.
- f) When a shift is missed due to error, the employee will be scheduled the next mutually agreed on available shift within master. If a call-in occurs on this scheduled day and the employee would have been eligible to receive that shift, the scheduled shift will be re-scheduled

#### **16.04 Rest Periods**

- a) Employees scheduled to work more than three (3) hours and up to six (6) hours shall be entitled to one (1) rest period of fifteen **(15)** minutes.
- b) Employees scheduled to work more than six (6) hours shall be entitled to two **(2)** rest periods of fifteen **(15)** minutes.
- c) All rest periods are to be taken at a time and place scheduled by the Employer

#### **16.05 Call-Ins**

- a) A call-in shall be defined as less than twenty-four **(24)** hours' notice from an employee that he/she is unable to report for duty in accordance with the posted schedule. More than twenty-four **(24)** hours notice from an employee that he/she is unable to report for duty in accordance with the posted schedule will be considered an available shift and will be filled in accordance with the scheduling provisions of Article 16.03.
- b) Part time employees shall be given the opportunity to be called in for extra shifts on days they are not scheduled to work, in order of seniority, within their classification.

Employees shall be given the opportunity to be called in for extra shifts in the following manner:

- i) Part-time employees not scheduled to work with less than seventy-five (75) hours in order of seniority within their classification.
- ii) Full-time employees not scheduled to work with less than seventy-five (75) hours in order of seniority within their classification.

- iii) Employees on the alternate list.
  - iv) Employees already scheduled on shifts in order of seniority within their classification, not resulting in overtime.
  - v) Overtime in order of seniority within their classification, at the discretion of the Employer.
- c) An employee called after a shift has begun shall be paid from the time the call has been accepted provided he/she reports to work within thirty (30) minutes of the call.
  - d) Any employees not wishing to work more than the shifts he/she is scheduled for, will have to fill out a form provided by the Employer stating such and shall have no recourse or complaint for not having been called. Changes to such request may be submitted twice (2) during the calendar year by April 1<sup>st</sup>, for the period May 1<sup>st</sup> to October 31<sup>st</sup> and October 1<sup>st</sup> for the period November 1<sup>st</sup> to April 30<sup>th</sup>.

Any employee hired following the date of ratification of this agreement and whose terms of hire include a commitment to shift availability for call ins, shall be expected to meet their conditions of employment and be available to work all shifts required for their classification.

- e) Where employees wish to be available for call-ins to other classifications, they will be added to the alternate call-in list for that classification provided they have the skill, ability and qualifications to perform the available work without training/orientation.
- f) The employee is required to provide the Employer with one (1) current telephone number to be used for the purposes of call-ins. The call-in procedure shall continue if a busy signal or answering machine occurs, unless the employee calls back before the shift is filled. A refusal or the employee's unavailability shall be counted as worked for the purpose of call-in rotation. If the employee verbally refuses any one (1) shift after five (5) consecutive offers for that shift, her name shall be removed from the call-in list for that shift. In the case where the employee wishes to be placed back on the Availability Sheet for the removed shift, the employee is required to complete a new Availability Sheet.

g) **Breaches to Call-In Procedure**

Where a situation arises wherein an employee (part-time, full-time) has missed an entitled call-in shift (at straight time or overtime rates of pay) as a result of an error by the Employer, the Employer agrees that the said employee shall be offered the equivalent hours to that which was missed at the appropriate rate of pay. The date and time of the shift shall be by mutual consent between the

Employer and the employee affected. For clarity, the remedy shall not be that an employee is offered a shift for which she would have been entitled or for which any other employee would have been entitled that day.

## **ARTICLE 17 - OVERTIME**

### **17.01 Overtime Defined- Full-time & Part-time Employees**

Overtime shall be paid for all hours worked over seven and one half (7½) hours in a shift and seventy-five (75) hours bi-weekly at the rate of time and one half (1½) the employee's regular rate of pay.

### **17.02 Meal Allowance**

An employee who works overtime in excess of four (4) hours at the end of his regular shift and who has not been notified before reporting for work that he will be required to do so, will be paid a meal allowance of up to six dollars (\$6.00) upon presentation of a receipt therefore, or Employer will provide meal.

### **17.03 No Lay-off to Compensate for Overtime**

Employees who work overtime will not be required to take time off from regularly scheduled hours to make up for overtime worked, but may take equivalent time off by mutual agreement.

### **17.04 Distribution of Overtime**

The Employer shall assign any available overtime to employees who are willing and qualified to perform the available work on the basis of seniority within each department.

### **17.05 Overtime During Lay-off**

There shall be no continuous overtime worked in any department while there are employees on lay-off able to perform the available work except during periods of emergencies.

### **17.06 Call Back Pay Guarantee**

- a) A full-time employee designated to be on stand-by who has completed his regular shift and has left the Home and who is called back to work will be paid one and one-half (1½) times his straight time hourly rate for all hours worked on the call-back with a minimum of four (4) hours at his regular rate of pay or at time and one-half (1½) for the hours actually worked, whichever is greater, from the time he leaves his home to report for duty.
- b) A part-time employee shall be guaranteed a minimum of four (4) hours work.

## 17.07 No Pyramiding of Overtime

There shall be no pyramiding of overtime payment. Overtime premiums for a part-time employee shall be one and one-half (1½) times her regular straight time hourly rate established in Schedule "A". Premium payment shall not be made on part-time percentage in lieu of benefits.

## ARTICLE 18 • HOLIDAYS

### 18.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Day after New Year	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Second Monday in February.	

### 18.02 Work on a Holiday

- a) All employees who are required to work on one of the above listed holidays shall be paid at the rate of time and one-half (1½) her regular hourly rate for all hours worked.
- b) Where an employee qualifies for holiday pay in accordance with Article 18.05, the employee may choose to:
  - i) Receive compensation for the holiday at time (1x) OR
  - ii) Take another day off with pay at a time mutually agreeable between the Employer and the employee within five (5) months of the holiday. Such day shall not be unreasonably denied provided a written request is received a minimum of fourteen (14) days prior to the day off. Failure to take the holiday will result in compensation at the rate in effect on the day the holiday occurred.
- c) A shift that begins or ends during the twenty-four (24) hour period of the holiday, where the major portion of the time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.
- d) Part time employees shall be scheduled to work paid holidays in order of seniority.

### **18.03 Compensation for Holidays falling on a Scheduled Day Off**

When any of the above-noted holidays fall on an employee's scheduled day off, and the employee is entitled to a statutory holiday in accordance with Article 18.05,

- i) The employee shall receive payment equal to one day's pay OR
- ii) An employee who qualifies for a statutory holiday in accordance with 18.05 may take another day off with pay in accordance with article 18.02 (b), ii)

### **18.04 Holiday Pay Remuneration for Part-time Employees**

Holiday pay for part-time employees will be computed on a basis of an average of the number of hours worked in the four (4) weeks immediately preceding the holiday and shall be paid at the employees current rate of pay.

### **18.05 Entitlement to a Holiday**

In order to be entitled to a statutory holiday with pay:

- a) All employees must have worked their last scheduled working day before the holiday, the holiday, if scheduled, and their first scheduled working day after the holiday unless excused by virtue of illness verified by a medical certificate, unless absence is due to an authorized leave of absence for which the employee is entitled to remuneration at her regular rate of pay. Payments under the weekly indemnity plan will be recognized as regular rate of pay.
- b) It is understood that earned wages is deemed to mean any monetary remuneration payable by an employer to an employee. Accordingly, WSIB payments shall not be considered wages earned.

### **18.06 Compensation for Holidays Falling Within Vacation - Full-time Employees Only**

If any of the above holidays occurs during an employee's vacation period, and the employee is entitled to holiday pay in accordance with Article 18.05, the employee will receive an additional day off with pay or payment for the holiday. The additional day off shall not be added to the period of the vacation of the employee unless with consent of the Employer.

- 18.07** a) During Christmas and New Years, employees will be scheduled so that they will only be required to work
  - i) Christmas Eve Day, Christmas Day and Boxing Day; or
  - ii) Day before New Years Day, New Years Day and January 2<sup>nd</sup>
- b) Preference as to which holiday is worked will be determined in accordance with

what was worked the previous year and will alternate from year to year.

## ARTICLE 19 - VACATIONS

### 19.01 a) Length of Vacations

An employee shall receive annual vacation leave as follows:

On the completion of 6 months	One week
On the completion of 1 year	Two weeks
On the completion of 3 years	Three weeks
On the completion of 8 years	Four weeks
On the completion of 15 years	Five weeks
On the completion of 25 years	Six weeks

### b) Vacation Pay – Full-time

Effective January 1, 2009, any vacation pay entitlement accruing on or after January 1<sup>st</sup> shall be paid at the rate as follows, in accordance with Article 13.01:

On the completion of 6 months	4%
On the completion of 1 year	4%
On the completion of 3 years	6%
On the completion of 8 years	8%
On the completion of 15 years	10%
On the completion of 25 years	12%

### c) Vacation Pay – Part-time

Any vacation pay entitlement accruing on or after January 1 shall be paid at the rate as follows:

On the completion of 6 months (750 hrs)	4%
On the completion of 1 year (1500 hrs)	4%
On the completion of 3 years (4500 hrs)	6%
On the completion of 8 years (12,000 hrs)	8%
On the completion of 15 years (22,500 hrs)	10%
On the completion of 25 years (37,500 hrs)	12%

### d) When applying (a) to part-time employees, "years" shall be deemed to mean hours on the basis of fifteen hundred (1500) hours being equivalent to one (1) year, as defined in Article 13.01.



## 19.02 Vacation

- a) Vacation time shall be taken within one year following the completion of the employee's vacation year. Employees shall not be permitted to accumulate vacation from one year to another.
- b) For the purpose of calculating eligibility the vacation year will be the period from January 1<sup>st</sup> to December 31<sup>st</sup> of the preceding year.
- c) All vacations shall be taken by arrangement with the employee's supervisor in accordance with Articles 19.05 and 19.06. Vacations shall not be taken on the Christmas Day, Boxing Day or New Year's Day statutory holidays.
- d) One week of vacation shall be determined by the number of hours a full time employee works in a two (2) week period, divided by two (2).

## 19.03 Vacation Pay on Termination or Retirement

Vacation allowance on termination of employment shall be the amount accrued at the date of termination or retirement.

## 19.04 Vacation Schedule

- a)
  - i) Selection of vacations shall be done until March 1<sup>st</sup>, for vacations being taken from June 1<sup>st</sup> to October 31<sup>st</sup>, in the vacation year. Vacation schedules for this period shall be posted by April 1<sup>st</sup> and not changed unless mutually agreed upon by the employee and the Employer.
  - ii) Selection of vacations shall be done until September 1<sup>st</sup> for vacations being taken from November 1<sup>st</sup> to May 31<sup>st</sup> of the following year. Vacation schedules for this period shall be posted by September 30<sup>th</sup> and not changed unless mutually agreed upon by the employee and the Employer.
- b)
  - i) Vacation leave, in accordance with the employee's entitlement shall be mandatory for all employees. In extenuating circumstances, an employee can request to take only the minimum vacation leave as per the Employment Standards Act, subject to management's approval. Such request will not be unreasonably withheld.
  - ii) Employees who fail to submit their vacation requests in accordance with (a) (i) and (ii) shall be assigned vacation leave at the discretion of the Employer.
- c) If an employee fails to submit his vacation request by March 1<sup>st</sup> or September 1<sup>st</sup>, the vacation request will not be unreasonably withheld and will be granted on a first come basis.

### **19.05 Preference in Vacations**

- a) Vacation shall be granted on the basis of departmental seniority.
- b) Where two **(2)** or more employees request the same time of vacation and the Employer is unable to allow for the number of employees off at the same time, then seniority of the employees concerned, as per the last posted seniority list, shall be the deciding factor.

### **19.06 Unbroken Vacation Period**

An employee shall be entitled to receive her vacation in an unbroken period if she **so** desires.

### **19.07 Vacation Week Defined**

A vacation week is defined to mean an employee will be scheduled off work for seven (7) consecutive days, unless the employee has requested and been granted an individual vacation day(s).

### **19.08 Vacation Pay**

During the period of an employees vacation leave, the Employer will pay the employee, by direct deposit into the employee's bank account, her vacation pay, proportionate to the vacation leave, on the regular workplace pay day.

### **19.09 Individual Vacation Days**

Employees who are entitled to four **(4)** weeks of vacation or more, will have the option of taking one **(1)** week of their vacation in the form of individual days off, such individual days off not to be taken during the months of March, June, July and/or August. The scheduling of such days off shall be with the mutual agreement of the Employer and will not unduly affect the operation of the Home. It is agreed that an employee must submit requests for individual days off at least one (1) week in advance of a posted schedule and that if more than one (1) employee requests the same day off, and the Employer cannot accommodate all requests, it shall be allocated by seniority.

Employees shall indicate their intent to use individual days by April 15, 2007, for the 2008 vacation year, and by December 31, 2008, for the 2009 vacation year, as per Article 18.06. For clarity, the employee only has to indicate whether she/he wishes to use individual days and not the particular days. Pay for each individual day of vacation will be prorated **so** that the total for the individual days will be the same as the amount the employees would have received for one **(1)** week of vacation taken in continuous days. Vacation pay for individual days of vacation will not be issued separately.

## **ARTICLE 20 - SICK LEAVE PROVISIONS- FULL-TIME EMPLOYEES ONLY**

**20.01** Sick leave means the period of time an employee is absent from work with or without full pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the WSIB Act. Full-time employees are entitled to four **(4)** days sick leave a year with pay. Sick leave is non-accumulative.

Effective January 1, 2008 – six (6) days sick leave a year with pay.

### **20.02 Proof of Illness**

- a) **An** employee who is unable to assume his employment responsibilities due **to** illness shall notify the Employer **of** such absence at least one and one-half (1 ½ ) hours before his scheduled work shift and failing to do **so** shall result in forfeiture of any entitlement to sick leave compensation unless such failure can be justified.
- b) An employee may be required to produce a certificate from a medical practitioner from any illness in excess of two working days, certifying that he was unable to carry out his duties due to illness. The Employer shall pay the cost of obtaining a medical certificate and/or forms for return to work.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### **21.01 Leave of Absence for Union Functions**

- a) Upon written request to the Employer, an employee elected or appointed to represent the Union at conventions or to attend Executive and Committee Meetings of CUPE, its affiliated or chartered bodies, shall be allowed unpaid leave of absence without loss of seniority or benefits.
- b) **It is agreed that:**
  - i) Where such leave results in overtime payment to a replacement employee, the Union shall reimburse the Employer for such payment.
  - ii) Leave shall not be granted if the absence cannot be covered by appropriately qualified personnel.
- c) In requesting such leave of absence in writing the Union will give fourteen (14) days clear notice to the Employer unless extenuating circumstances prevail. Such request shall be acknowledged in writing within one **(1)** week of its receipt.
- d) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular

hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

## **21.02 Leave of Absence for Full-time Union or Public Duties**

- a)
  - i) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow unpaid leave of absence so that the employee may be a candidate in Federal, Provincial or Municipal elections.
  - ii) An employee who is elected to public office shall be allowed unpaid leave of absence during his term of office.
  - iii) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted unpaid leave of absence for a period of up to two (2) years and such leave may be extended at the discretion of the Employer.
- b) An employee who is on an approved leave of absence for full-time Union or Public Duties, as defined in (a), shall:
  - i) Continue to accrue seniority to a maximum of two (2) years. Such leave may be extended at the discretion of the Employer.
  - ii) Become responsible for the full payment of any applicable benefits in which the employee is participating, during such leave of absence. It is understood that if such payment is not received by the Employer by the first (1st) day of each month during the leave, benefit coverage will be terminated.

## **21.03 Bereavement Leave**

- a) In the event of the death of an employee's spouse/common-law spouse or child, the Employer will grant a leave of absence of five (5) days up to and including the day after the funeral. Full leave shall be without loss of regular pay from regularly scheduled hours. Additional Leave of Absence without pay will be granted by the Employer if so requested.
- b) When a death occurs in the immediate family an employee will be granted three (3) consecutive calendar days "Bereavement Leave". Full leave shall be without loss of regular pay from regularly scheduled hours and shall be taken in conjunction with the day of the funeral. Additional leave of absence without pay will be granted by the Employer if so requested.
- c) It is agreed that the immediate family shall mean the employee's mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law,

grandparents, grandchildren, stepchildren and legal guardian.

- d) In the event of the death of the employee's aunt, uncle, niece, nephew or grandparents of the employee's spouse the employee shall receive one **(1)** day bereavement leave, without **loss** of pay, to attend the funeral.
- e) Other relatives: one **(1)** day without loss of pay when required to serve as pallbearer at the funeral thereof.
- f) An additional day shall be granted to the foregoing if the funeral of the deceased person is to be held beyond a three hundred (300) kilometer radius of Woodland Villa.
- g) Seniority and benefits for full-time employees shall continue to accrue while on bereavement leave.
- h) Employees shall be entitled to an additional one **(1)** day leave without loss of pay for spring internment of a member of the immediate family as defined in 21.03(c).
- i) **Bereavement Leave during Vacation:**

An employee qualifying for bereavement leave during leave for annual vacation shall be entitled to defer vacation entitlement equal to the entitled bereavement leave and which shall be taken at such time as may be mutually agreed between the employee and the Employer.

#### **21.04 Illness in the Family**

Family Medical Leave and/or Emergency Leave shall be as per the Employment Standards Act. The Employer may require verification by a medical representative.

#### **21.05 Leave for Examination**

An employee shall be entitled, with the approval of the Administrator, to a leave of absence without pay for one **(1)** day per year to write examinations for courses required to meet standards or upgrade employee's qualifications for service within the Home. Requests for such leave shall be in writing. Seniority and benefits for full-time employees shall continue to accrue on Examination Leave.

#### **21.06 Pregnancy and Parental Leave**

Unpaid Pregnancy and Parental Leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- a) **Pregnancy Leave**
  - i) An employee who is pregnant shall be entitled, upon application, to

Pregnancy Leave and Parental Leave immediately thereafter. Pregnancy Leave shall be granted for seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, and furnish the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth in order to be entitled to Pregnancy Leave.
- iii) The employee shall give at least two (2) weeks written notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this article upon giving the Employer four (4) weeks written notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work
- iv) During the period of Pregnancy Leave, to a maximum of seventeen (17) weeks, the Employer shall continue to pay the Employer's portion of benefits as prescribed by the Employment Standards Act, if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the employee shall make such payments to the Employer on or before the 1st day of each month for the duration of the leave. Should such payment not be received, it is understood that benefit coverage will be terminated.
- v) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. With the exception of any changes to the employee's status which would have occurred had she not been on Pregnancy Leave, the employee shall be reinstated to her former position, on the same shift(s) in the same department and at the current rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- vi) Credits for service for the purpose of salary increments, vacation, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave, to a maximum of seventeen (17) weeks.
- vii) Upon expiry of seventeen (17) weeks Pregnancy Leave, an employee

may immediately commence parental leave, as provided under article 21.07 (b) of this agreement. The employee shall give the Employer at least *two* (2) weeks notice, in writing, that she intends to take Parental Leave.

b) **Parental Leave**

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to Parental Leave.
- ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who **is** in a relationship with the parent of the child and who intends to treat the child as his or her own.
- iii) Parental Leave must begin no later than fifty-two (52) weeks of the birth of the child or of the day the child first came into the custody, care and control of the parent. For employees on Pregnancy Leave, Parental Leave must begin immediately after Pregnancy Leave expires.
- iv) An employee taking Parental Leave must provide the employer with *two* (2) weeks written notice before the date the leave is to begin.
- v) For an employee who has taken Pregnancy Leave, Parental Leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (**4**) weeks written notice of that day. For an employee who has not taken Pregnancy Leave, Parental Leave ends thirty-seven (37) weeks after it began or on an earlier day if the employee gives the Employer at least four (**4**) weeks written notice of that day.
- vi) During the period of Parental Leave, to a maximum of thirty-five (35) weeks for an employee who has taken Pregnancy Leave and thirty-seven (37) weeks for an employee who has not taken Pregnancy Leave, the Employer shall continue to pay the Employer's portion of benefits as prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums.

With the exception of any changes to the employee's status which would have occurred had she not be on pregnancy leave, the employee shall be reinstated to her former position, on the same shift(s) in the same department and at the current rate of pay. **All** employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- vii) Credits for service for the purpose of salary increments, vacation or any other benefit included and prescribed under the Employment Standards Act, shall continue and seniority shall accumulate during the leave to a maximum of thirty-five (35) weeks for an employee who has taken Pregnancy Leave and thirty-seven (37) weeks for an employee who has not taken Pregnancy Leave.
- viii) Upon expiry of seventeen (17) weeks Pregnancy Leave, an employee may immediately commence Parental Leave, as provided under Article 21.07 b) of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take Parental Leave.

## 21.07 Workplace Safety and Insurance Board

- a) Compensation Pending Workplace Safety and Insurance Board Benefits:
  - i) Where an employee is absent from work due to accidental bodily injury arising out of, or in the course of his employment, and is or becomes entitled to indemnity in accordance with the provisions of the WSIB Act, such employee shall be paid during such absence his regular rate of pay providing it is verified by a medical certificate up to a maximum of eight (8) weeks
  - ii) When WSIB benefits have been denied to an employee all monies paid by the Employer shall be repaid in full to the Employer within a mutually satisfactory time limit worked out by both parties.
  - iii) The intent of this clause is to insure that an employee shall not suffer **loss** of earnings to which she/he is entitled under WSIB, while waiting for her/his benefit claim to be processed.
- b) The injured employee shall have a period of two (2) years from the date of injury within which she shall have the right to return to work upon the recommendation **of** the WSIB or the attending physician, provided the WSIB or physician certify that the employee has the capability to perform her normal job. Such employee shall continue to accrue seniority for a maximum period of two (2) years from the date of injury.
- c) If an employee returns to work within the two (2) year period mentioned in (b) above, she shall be returned to her former job, or to work of the comparable nature at the applicable salary level.
- d) If on the recommendation of the WSIB or the attending physician, the employee is capable only **of** performing work **of** a different kind, or **of** a lighter nature, and



such work is available within the employ of the Employer, in a job which is covered by this Agreement. The Employer shall offer the worker the first opportunity to accept suitable employment that may become available with the Employer. The Employer shall send a notice to the employee and the Union when such work becomes available.

### **21.08 Education Leave**

The Employer may grant a request for a leave of absence for education purposes, which are health care related. During such unpaid leave the employee shall accrue seniority and service for the length of the leave for a maximum period of one (1) year.

### **21.09 Paid Jury or Court Witness Duty Leave**

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

- i) notifies the Employer in writing, immediately on the employee's notification that she **will** be required to attend court;
- ii) presents proof of service requiring the employee's attendance;
- iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance and an official receipt thereof.
- iv) should an employee be required to attend for pre-jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose their scheduled vacation/stat but shall be entitled to defer vacation/stat entitlement which shall be taken at a mutually agreed time.

### **21.10 Other Leave**

An employee shall be entitled to leave of absence without pay and without **loss** of seniority when he requests such leave for good and sufficient cause. Such request shall be submitted in writing, on a form provided therefore, for the consideration and approval of the Administrator and shall not unjustly be withheld and shall be for a minimum of one (1) week and up to a maximum of one (1) year.

It is understood that the intent of this provision is not to allow employees a Leave of Absence to pursue employment elsewhere. Exceptions may be considered in special

circumstances (i.e. temporary relocation of spouse)

**21.11** Unless otherwise specified, the Employer shall pay his share of health and welfare benefits for the month in which the absence commences, following which, the employee will become responsible for full payment of employee benefits in which she is participating, for the period of the absence, providing the employee pays the total cost of the premium to the Employer by the first day of each month during the absence. It is understood that if payment for benefit premiums are not received by the first day of the month in which the benefit is effective, coverage shall be terminated.

**21.12** It is understood that upon being given notice, the Employer requires reasonable time to arrange for an employee's return from leave.

The Employer will make every effort to accommodate the date specified

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

### **22.01 Pay Days**

- a) The Employer shall pay salaries and wages every second Thursday for the previous two (2) week period, with the exception of the pay periods encompassing Christmas/New Years and Easter, in which case pay day shall be Friday.
- b) Wages shall be paid in accordance with Schedule " A attached hereto and forming part of this agreement.
- c) Such payment shall be made by direct deposit to the bank of the employee's choice at no cost to the employee.
- d) On each pay day, after 1:00 p.m., each employee shall be provided with a statement of her wages, hours worked, overtime payment in lieu of benefits, statutory pay, vacation pay and other supplementary pay.
- e) Where reference is made to "regular rate of pay" throughout this agreement it shall mean the hourly rate established in Schedule " A and shall not include part-time percentage in lieu of benefits.

### **22.02 Rate of Pay on Transfer of Employment**

When an employee is required to temporarily substitute or perform the principal duties of another bargaining unit employee in a higher rated classification, such employee shall, during the temporary transfer, be entitled to the rate of pay established for the substitute position.

### **22.03 Pay on Temporary Transfers, Lower Rated Jobs**

An employee temporarily assigned to a position paying a lower wage shall not have his rate reduced during any such period of employment unless such assignment is at the request of the employee.

### **22.04 Transfer & Seniority outside the Bargaining Unit**

- a) It is understood that an employee shall not be transferred by the Home to a position outside the bargaining unit without his consent.
- b) An employee transferred to a position outside the bargaining unit for a period not exceeding eight (8) months shall remain a member of the bargaining unit and shall retain the right to return to his former position. Such employee shall continue to accumulate seniority during the period of time outside the bargaining unit.
- c) It is understood that such time frame may be extended by the mutual consent of the parties.

If extended beyond the eight (8) months, the employee shall not continue to accumulate seniority. If the employee is returned to the bargaining unit he shall be credited with the seniority held at the time of transfer up to and including the eight (8) months.

### **22.05 Payroll Errors**

Should an Employer error cause an employee's pay to be short an amount in excess of Fifty dollars (\$50.00), the Employer agrees to rectify the matter within three (3) working days of being notified of the error.

## **ARTICLE 23 - NEW CLASSIFICATION**

### **23.01 New Classifications**

When a new classification within the bargaining unit, not covered by Schedule " A is established, the rate of pay shall be agreed upon by the parties and added to this Agreement. Any rate so established shall be retroactive to the time the position was filled by an employee.

## **ARTICLE 24 - EMPLOYEE BENEFITS**

### **24.01 Employer Contributions to Hospital and Group Insurance - (Full-time Employees Only)**

The Employer shall pay such cost as herein provided:

- 1) Ontario Health Insurance Plan - 100%
- 2) Group Life Insurance and Accidental Death and Dismemberment of one & one half (1.5 x) times the annual salary - 100%
- 3) Dental Plan: Blue Cross # 9 – rates one year ODA lag - 50%.
- 4) Extended Health Care Plan: Including prescription drugs (10/20 deductible) - 100%
- 5) Vision Care: (providing up to \$140.00 for eyeglasses every 24 months) 100%  
Effective January 1, 2008 - \$160.00 every 24 months.
- 6) A weekly indemnity plan to provide benefits on 1/4/17 basis at 66-2/3% of normal earnings - 100%

**NOTE:** The Employer shall be entitled to the full EI premium rebate.

7) **Pension Plan:**

- a) Effective July 1, 2003, each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (**4%**) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- b) The definition of "applicable wages" for the purposes of determining contributions to the Plan, shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- c) "Eligible employees" shall mean all full-time and part-time employees, in the Bargaining Unit, who have completed nine hundred and seventy-five (975) hours of service.
- d) The Employer and employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are owing.
- e) The Union acknowledges and agrees that other than making contributions to the Plan as set out in the Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be

responsible for providing any such benefits

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990, and the terms of the Pension Plan adopted by the Trustees, both as may be amended from time to time.

- f) The Union and the Employer understand and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Pension Plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.
- g) It is understood and agreed by the parties that should the current Pension legislation and/or regulations be changed to the extent that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation.
- h) The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

**24.02** The Employer shall provide to each employee a copy of the current information booklet for those benefits provided under this Article.

## **ARTICLE 25 - SHIFT PREMIUM**

The Employer agrees to pay a shift differential of thirty cents (30¢) per hour to be paid for each shift when the majority of hours fall between 3:00 p.m. and 7:00 a.m.

### **25.01 Weekend Premium**

Furthermore, the Employer shall pay a weekend premium of fifteen cents (\$0.15) for all hours worked as defined in Article 16.03 (b).

## **ARTICLE 26 - GENERAL CONDITIONS**

### **26.01 No Strikes or Lockout**

In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this

Agreement, there will be no strike or stoppage of work either complete or partial, and the Employer agrees that there will be no lockout.

#### **26.02 Bulletin Board**

The Employer shall provide a Bulletin Board, which shall be placed **so** that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

#### **26.03 Uniforms**

Effective February 2006, the Employer agrees to pay **to** all employees with six or more months service one hundred and twenty dollars (\$120.00) a year towards uniform allowance to full-time employees and sixty dollars (\$60.00) a year for part-time employees, to be paid before the end of February in each year.

#### **26.04 Continuation of Acquired Rights**

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation of regulations shall invalidate any portion **of** this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of **the** parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts **of** the Agreement for negotiations.

#### **26.05 Plural or Masculine Terms**

Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context **so** requires.

#### **26.06 Working Days**

For the purpose of this Agreement, working days shall not include Saturday, Sunday and statutory holidays. Where reference is made to days, it shall mean calendar days

#### **26.07 In-service Training**

All employees shall endeavour to attend seminars for In-service Training which are sponsored by the Employer and any time spent to attending the seminars beyond the employee's regular scheduled hours of work shall not be subject to remuneration.

#### **26.08 Employee Contact Information**

It shall be the responsibility of each individual employee to ensure her current address and telephone number are on record with the Employer at all times during her employment and at the end of her employment.

## ARTICLE 27 - COPIES OF AGREEMENT

### 27.01 Copies of Agreement

The parties will endeavour to have the revised Collective Agreement prepared for printing within eight (8) weeks of ratification.

## ARTICLE 28 - TERM OF AGREEMENT

- 28.01** a) This agreement shall be binding and remain in effect from July 1, 2006 to June 30, 2009, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to the expiration of the agreement that it desires its termination or amendment.
- b) In the event of such notification being given to amend this Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification or a time mutually agreed to by the parties.

### 28.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### 28.03 Retroactivity

The rates in Schedule "A" shall be effective on the dates specifically noted and shall be available on a retroactive basis to all employees in the bargaining unit employed while such increases are effective, for all paid hours of employment. The Employer shall contact employees as soon as possible who have left its employ during the currency of this Agreement and advise them in writing of their entitlement to any retroactive wage adjustment, with copies of such letters to the Union. Any such employees shall have thirty (30) days from the date the letter of advice is mailed to them to claim their retroactive wage entitlement, which shall be paid by separate cheque to them, as soon as possible, from the date the claim is received by the Employer.

## ARTICLE 29 - TECHNOLOGICAL CHANGES

- 29.01** The Employer shall notify the Union thirty (30) days in advance, prior to the introduction of any technological changes.
- 29.02** Technological change shall be introduced only after the Union and the Employer have discussed methods regarding measures to protect the employees from any adverse effects.

## **ARTICLE 30 - HEALTH AND SAFETY**

- 30.01** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.
- 30.02** The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices. It shall be the duty of each employee to identify and report health or safety hazards and to perform such tasks as may be assigned to correct same.
- 30.03** All issues related to Occupational Health and Safety in the workplace shall first be submitted to the Health and Safety Committee within five **(5)** working days of the incident. The Committee shall meet to review the matter and provide a written response within five (5) working days of the meeting.

If the issue is not resolved, it may be submitted to the Administrator at Step 2 of the Grievance Procedure- Article 10.08.

- 30.04** Membership on the Occupational Health and Safety Committee shall be in accordance with applicable legislation.



SIGNED THIS 28 day of May, 2008

FOR THE EMPLOYER:

April Doubdale

Ann Kasper

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

Judith Trotter

Bonnie Gamm

Bonnie Louie

Theresa Gamm

[Signature]

[Signature]

## WOODLAND VILLA / CUPE

### SCHEDULE 'A'

Class		START	3 MTHS F/T 450 Hrs P/T	1 YEAR F/T 1500 Hrs P/T	2 YEARS F/T 3000 Hrs. P/T
RPN	Current	17.66	18.09	18.48	18.75
	Jul 1/06	18.01	18.45	18.85	19.13
	Jul.1/06(PE)	18.11	18.55	18.95	19.23
	Feb 23/07	18.86	19.30	19.70	19.98
	Jul. 1/07	19.59	19.69	20.09	20.38
	Jan 11/08	19.94	20.04	20.44	20.73
	Jul. 1/08	20.74	20.84	21.26	21.56
Dietary, Nurses, Housekeeping & Laundry Aides	Current	15.47	15.86	16.28	16.58
	Jul 1/06	15.78	16.18	16.61	16.91
	Jul.1/06(PE)	15.88	16.28	16.71	17.01
	Jul. 1/07	16.20	16.61	17.04	17.35
	Jul. 1/08	16.85	17.27	17.72	18.04
Maintenance	Current	15.47	15.86	16.28	16.58
	Jul 1/06	15.78	16.18	16.61	16.91
	Jul.1/06(PE)	15.88	16.28	16.71	17.01
	Jul. 1/07	16.20	16.61	17.04	17.35
	Jul. 1/08	16.85	17.27	17.72	18.04

- 1) Upon completion of probation, 12% shall be added to all hourly rates for all paid hours in lieu of Employment Benefits, which are not applicable to part-time employees set out in this Agreement.
- 2) All wage increases noted in Schedule A will be implemented and effective the first full pay period following the dates noted above.
- 3) **RPN ADJUSTMENT** – Effective first full pay period after ratification (Jan. 11/08) = \$0.35 per hour for all hours worked, included in Schedule A above.