

**COLLECTIVE AGREEMENT**

**BETWEEN**

**"CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED"**  
**CAMBRIDGE COUNTRY MANOR**  
(Hereinafter called "The Employer")

**- AND -**

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 1 CANADA**  
(Hereinafter called "The Union")

**FULL-TIME & PART-TIME**

**EXPIRY: APRIL 30, 2012**

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – SCOPE AND RECOGNITION- FULL-TIME AND PART-TIME**

- 2.01 The Employer recognizes Service Employees Union, Local 1 Canada as the sole and exclusive collective bargaining agent for all employees of Caressant Care Nursing and Retirement Homes Limited, carrying on business as Cambridge Country Manor in Cambridge, Ontario, save and except registered and graduate nurses, paramedical staff, supervisors, persons above the rank of supervisor and office staff and students employed during the school vacation period.
- 2.02 This Agreement shall apply to all employees of the Employer covered by the aforementioned certificate under the Scope and Recognition Clause of this Agreement."
- 2.03 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 Any and all references o the word "Union" throughout this Agreement shall be taken to mean Service Employees International Union and its Local 1 Canada.
- 3.02 Any and all references to the word "Company" or "Employer" shall mean Caressant Care Nursing and Retirement Homes Limited, carrying on business as Cambridge Country Manor.
- 3.03 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A .
- 3.04 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 3.05 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

## **ARTICLE 4 – SUPERVISORS AND REPRESENTATIVES**

- 4.01 In order to facilitate the operation of this Agreement, the Employer will supply to the Union, a list of employees acting in a supervisory capacity over employees within the aforementioned bargaining unit.

The Union will supply the Employer with a list of its representatives and stewards. Both parties agree that these lists will be properly revised from time to time whenever changes become necessary.

## **ARTICLE 5 – RELATIONSHIP**

- 5.01 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised on any employee because of membership or non- membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned. The Union and Home agree to abide by the Ontario Human Rights Code.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union. The Employer shall, when remitting such dues, name the employees and provide employee numbers from whose pay deductions have been made
- (b) The Employer will supply the Union with the name, current address, classification and classification and other relevant information of the employees with the first dues deduction, and all employees on an annual basis.
- (c) If the nursing home agrees to provide the union with information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The parties will endeavour to communicate on this issue so that implementation is not impeded.
- (d) Deductions shall be made from the first pay of each month or as directed by the Union and forwarded to the Union Office on or before the 25<sup>th</sup> day, if possible, but not later than the last day of the month of the same month in which the deductions are made, where practicable.
- 6.02 Union dues are not deducted from **SUB** plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental leave.
- 6.03 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

- 6.04 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

## **ARTICLE 7 – STRIKES AND LOCK-OUTS**

- 7.01 In view of the orderly procedure for the final disposition of all grievances and complaints contained in this Agreement, the Union undertakes that during the life of this Agreement there shall not be any strike, slow-down, or cessation of work. The Union further undertakes that if such action should be taken by the employees, the Union will instruct said employees to return to work and perform their duties and to resort to the grievance procedure established herein for settlement of any complaint or grievance. The Employer undertakes that during the life of this Agreement there shall not be any lock-out of its employees.

## **ARTICLE 8 – MANAGEMENT RIGHTS**

- 8.01 Except, as to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right to select, hire and control the working force and employees, to transfer, assign, promote, demote, classify, lay-off, recall, suspend and retire employees; to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments; to select and retain employees for positions excluded from the bargaining unit;
- (b) the right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be obeyed by its employees, to discipline and discharge employees for just cause;
- (c) the right to determine: the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the services to be provided; the standards of production; the evaluation of jobs; the establishment of standards; the description of jobs; the sub-contracting of work; the schedule of hours of work and of production, the number of shifts, the methods, processes and means of providing any services required; job content and requirements; quality, job testing and standards; the qualification of employees; the use of improved methods; technical advancement and equipment; whether

there shall be overtime and who shall perform such work; the number of employees needed by the Company at any time and how many shall work on any job; operation and the administration of the Employer's pay system; the number of hours to be worked; starting and quitting time period and generally the right to manage the enterprise and its business without interference, are solely and exclusively the right of the Company.

- 8.02 The above rights shall not be exercised in a manner inconsistent with the other express terms of the Collective Agreement.

## **ARTICLE 9 – UNION REPRESENTATION AND JOB SECURITY**

- 9.01 The Employer agrees to recognize not more than two **(2)** persons from the bargaining unit which persons shall serve as the stewards, the grievance committee and the bargaining committee.

One (1) of the above shall be known as the chief steward.

The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiation of the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

### **9.02 Labour-Management Committee**

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one **(1)** week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and work load issues.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meeting will be held quarterly unless otherwise agreed.

- 9.03 Representatives of the Trade Union, to deal with issues arising under this Collective Agreement, shall be permitted entry into the Home only upon consent of the Employer, such consent not to be unreasonably withheld.

9.04 No employee shall act in the capacity referred to in 9.01 above until after he has completed the probationary period with the Employer.

9.05 The Union and the Employer acknowledge and agree that stewards have regular duties to perform in connection with their employment; all such activities as stewards will be carried on outside regular working hours unless otherwise mutually agreed upon. There shall be no Union activity on Employer's time or on Employer's premises except as specifically provided elsewhere in this Collective Agreement.

9.06 CMI/RAI MDS

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour-Management Committee with the Union as soon as practical after the receipt of their annual CMI/RAI MDS results. The Employer agrees to provide the Union Representatives with staffing levels and staffing mix information, the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS results for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

## **ARTICLE 10 – COMPLAINTS AND GRIEVANCES**

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

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

10.02 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

10.03 Employee Grievance

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his supervisor an opportunity to adjust his complaint. An employee who has a complaint must bring that complaint to the



attention of the immediate supervisor within five (5) days of when the employee became, or ought reasonably to have become, aware of the occurrence which gave rise to the complaint. It is understood that no employee has a grievance until the immediate supervisor has been given an opportunity to adjust the complaint and verbally reply which shall be done within five (5) days of the presentation of the complaint.

The employee may take the matter up as a grievance within five (5) days after the supervisor's verbal as follows:

Step No. 1 - The employee, with the assistance of her Steward, shall present the grievance in writing to the Administrator whose decision shall be rendered in writing within five (5) days following the presentation of the grievance at this step.

Step No. 2 - Failing settlement at step number one, the union representative may, within ten (10) days of receipt of the Administrator's reply, request a meeting between the parties. The Administrator shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement at step number two, the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within five (5) days after the decision has been given at step number two. If the grievance is not forwarded to arbitration within those five (5) days, the grievance will be deemed to have been settled or abandoned.

10.04 Any and all time limits may at any time be extended by written agreement between the Employer and the Union.

10.05 The parties recognize that the grievance and arbitration procedures form a vitally important part of this Collective Agreement. Failure by the party having the carriage of the grievance to abide strictly by the terms of those procedures shall mean the grievance shall be deemed to be abandoned.

10.06 Discharge Cases And Letters Of Reprimand

A claim by an employee who has been unjustly discharged from his employment will be treated as a special grievance and will commence at Step No. 2 of the Grievance Procedure. For the grievance to be arbitrable, the discharged person must submit his written grievance, dated and signed, within five (5) days after the discharge occurs.

10.07 Such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

10.08 It is agreed that the Union will be notified of the dismissal of any employee in the bargaining unit.

10.09 When an employee has completed any 12 continuous month period without any disciplinary action being placed against her record, her record prior to the 12 month period shall not be used as a basis for any subsequent disciplinary action taken against the employee; except in the cases of incidents involving third party interface, ie. residents and families, where the record will remain on file.

10.10 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the Union Steward or Union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

#### 10.11 Employer's Grievances

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

#### 10.12 Union Policy Grievance

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

#### 10.13 Group Grievance

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

#### 10.14 Grievance Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

#### 10.15 Arbitration Process

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province

of Ontario to appoint the third member as Chairman of the Board of Arbitration.

The said two **(2)** nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairman within the said period of ten (10) days, to discuss the grievance submitted to them with a view to mutual settlement.

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairman.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- (9)** All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

#### 10.16 Sole Arbitrator

In the event that one party wishes to submit a grievance to Arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a Sole Arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a Sole Arbitrator. If the parties can agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a Sole Arbitrator and failing such agreement the regular Arbitration procedure shall apply.

### **ARTICLE 11 – PROBATIONARY EMPLOYEES**

11.01 Newly hired full-time employees shall be considered on a probationary basis for a period of fifty (50) days-worked. For the purposes of this clause, "days" shall include all days worked, including Saturdays, Sundays and holidays. It is agreed that the dismissal or lay off of a probationary employee shall not be made the subject of a grievance. It is understood that an employee who has attained seniority shall be credited to the date of their hire.

#### 11.02 Part-time

A new employee shall be known as a probationary employee until he has worked three hundred and seventy-five (375) hours. It is agreed that the dismissal or lay off of a probationary employee shall not be made the subject of a grievance.

An employee who has completed the probationary period shall be credited with three hundred and seventy-five (375) hours of seniority.

11.03 A probationary employee who goes off on Pregnancy/Parental Leave before completing her probationary period shall not accumulate hours/shifts toward completion of her probation while on Pregnancy/Parental Leave. Upon her return she shall complete the remaining number of shifts/hours needed to complete her probation. Once she has gained seniority she shall be credited with the shifts/hours she lost while on Pregnancy/Parental Leave in accordance with the Employment Standards Act.

### **ARTICLE 12 –WORK OF THE BARGAINING UNIT**

12.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit. This will not apply in cases of emergency, or for the purposes of instructing employees.

12.02 In the event the Employer plans to change a vacant full-time position to a part-time position, it will advise the Union and discuss its plan with them.

12.03 Full-time/Part-time Ratio

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

**ARTICLE 13 – SENIORITY**

13.01 (a) Seniority of employees shall be recognized within their respective job classifications. A new employee shall be placed on his seniority list at the end of the probationary period and his respective seniority shall be dated back to the date of beginning of employment.

(b) The classification seniority of employees who, prior to being covered by this Collective Agreement, were part of the part-time Bargaining Unit, shall be given credit for time spent in that unit on the following basis:

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

(c) Seniority lists to be posted by January 15th, using the information as of December 31st, and on July 15th, using the information as of June 30th, or the nearest pay ending period.

This information will be posted in the Home with a copy to the Chief Steward and the Union Office.

Seniority, for purposes of lay-off, recall, job posting or other non-economic reasons, shall accrue up to thirty-six (36) months when an employee is absent due to W.S.I.B.

(d) The seniority as posted shall be deemed to be accurate if no objection is made to the seniority date within thirty (30) calendar days of posting (inclusive of day of posting). In the event more than one (1) employee has the same seniority date, the person whose surname is first in the alphabet shall be deemed to have the greater seniority. Any change in surname shall not, though, affect the original order.

13.02 Lay-off and Recall

(a) In the event of a proposed lay-off of a short term two (2) weeks notice. This is not notice in addition to require notice for individual employees.

- (b) In the event of a proposed lay-off of a permanent or long term nature, the Home will provide the Union with eight (8) weeks notice. This is not notice in addition to required notice for individual employees. In the event of a layoff of a permanent or long term nature, the Home will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:
- if her service is greater than 9 years - 9 weeks notice
  - if her service is greater than 10 years - 10 weeks notice
  - if her service is greater than 11 years - 11 weeks notice
  - if her service is greater than 12 years - 12 weeks notice

### 13.03 Lay-off Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of seniority within their classification, provided that there remain on the job employees who have the skills to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
  - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
  - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
  - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
  - (v) an identical paying classification shall include any classification where the straight time hourly wage rate at level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employees straight time hourly wage rate.
  - (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off

employee's regularly scheduled bi-weekly hours within her classification.

- (vii) When an employee subject to lay-off chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.

It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

#### 13.04 Recall Rights

- (i) An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the skills to perform the work

In determining the skills of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (ii) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working



days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

- (iii) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-Off.
- (iv) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.
- (v) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.

When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

Note: For purposes of lay-off and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above noted procedure, the part-time employee is accepting the full-time position only. (This will not result in an increase in the number of full-time positions.)

- 13.05 It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, 1 year full-time seniority = 1800 hours part-time seniority.

It shall be the duty of each employee to promptly notify the Employer of any change in address or telephone number. If an employee fails to do this, the Employer will not be responsible for failure of notice to reach that employee.

#### 13.06 Benefits on Lay-Off

In the event of a lay-off, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in

which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

13.07 The Employer will notify the employee when his or her benefit will cease.

13.08 Loss of Seniority

An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of lay-off; or
- (e) is absent from work for more than thirty-six (36) months by reason of absence while on WSIB, and there is no reasonable likelihood the employee will return to work within the near future.
- (9)** Fails to return to work within seven (7) days following receipt of notice of recall from lay-off unless a reasonable explanation is provided.
- (g) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

An employee who has been granted leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

- (h) The Union and the Employer agree to abide by the Ontario Human Rights Code.

13.09 Seniority shall be maintained and accumulated during an authorized leave of absence, and absences due to illness or accident except as provided in Article 15.17. The Employer may require the employee to furnish to the Employer, on or before the return to work of the employee, a satisfactory medical certificate with respect to illness or accident, stating the reason for absence and fitness for work.

- 13.10 An employee who is unable to report for work because of sickness or other cause shall be expected to notify his immediate supervisor at least three (3) hours before the start of the afternoon and night shifts and one (1) hour before the start of the day shift so that proper measures can be taken for replacement.
- 13.11 All provisions of 15.03 apply only to situations in which the lay-off is one in which the employee would be continuously absent for more than ten (10) days.

#### **ARTICLE 14 – JOB POSTING AND VACANCIES**

- 14.01 In the event new jobs are created or vacancies occur in existing job classifications including new positions created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) calendar days, (or less by written mutual agreement of the parties) and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

Applications shall be submitted in writing by the employee, within the posting period.

- 14.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as he sees fit.
- 14.03 No external applications will be considered until the internal process is exhausted.
- 14.04 When filling any such vacancy, the Employer shall not be required to consider any employee who does not possess the skill, competence, qualifications and efficiency to perform the required work. Subject to this proviso, the Employer shall select for any vacant position the employee who bids, who has the greatest skill, competence, qualifications and efficiency for the job. Where those criteria are relatively equal, seniority on a bargaining unit-wide basis shall govern.
- 14.05 If a vacant position cannot be filled with employees that are employed, the Employer shall recall an employee from lay-off, provided such employee has the skill, competence, qualifications and efficiency to perform the required work. If a vacant position cannot be filled with active or laid off employees, under the above criteria, the Home shall have the right to hire from outside.
- 14.06 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty seven and one-half (337 ½) working hours. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one half (112 ½) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

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

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

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

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

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

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

14.08 When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours.

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

14.09 Employees who are on vacation may indicate in advance their desire to apply for a posting in writing, if such a posting should occur during their absence. In such a case, the Employer may fill the vacancy temporarily.

14.10 The successful candidate shall transfer to his/her new job classification on the wage grid and receive pay in accordance with his/her seniority.

14.11 Temporary Vacancies – Full-time and Part-time

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted, (except as per Article 16. 03). The Employer will outline to the

employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

An employee returning from leave of absence shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

- 14.12 Employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

## **ARTICLE 15 – LEAVES OF ABSENCE**

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

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

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

- (b) An employee shall not use a Leave of Absence for purpose(s) other than for which the leave was intended.

### **15.02 Education Leave**

- (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.

- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- (c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) month's notice in writing, unless impossible, and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.
- (d) If the Ministry of Health and Long Term Care requires employees to take courses to upgrade or acquire new employment qualifications, the parties shall meet and deal with the issue prior to the implementation of the above.

#### 15.03 Pregnancy and Parental Leave

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

#### 15.04 Pregnancy Leave

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

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least four (4) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- (d) Additional leave of absence may be taken under Article 15.11, Parental Leave.

- (e) Notwithstanding Article 15.03 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 75% of the employee's regular weekly earnings.

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

- 15.06 An employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 15.07 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the

premiums are required, the Employer shall deduct these amounts from the **SUB** payments.

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

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

- 15.09 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.06.
- 15.10 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 15.11 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- 15.12 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.11 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

**15. B Parental Leave**

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin



immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

- (e) (Notwithstanding Article 15.11 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

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

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

Such payment shall commence after the two (2) week employment insurance waiting period (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

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

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

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

- (9) For the purposes of parental leave under Article 15.1 ■ Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

#### 15.14 Union Leave

- (a) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.
- (b) The Employer shall grant leave of absence without pay or loss of seniority to not more than one (1) employee at any one (1) time to attend Union conventions or educational sessions, provided that such leave does not interfere with the efficient operation of the Nursing Home. Such leave must be applied for at least three (3) weeks in advance where possible. The Home need not consider any request for any such leave if it would mean the total absence of employees in the two (2) bargaining units would equal two (2) man weeks in a calendar year.
- (c) Public Office Election

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

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

#### 15.15 Bereavement Leave - Full-time and Part-time

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of

five (5) days without loss of pay, ending with the 2<sup>nd</sup> day following the day of the funeral.

- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- (d) In the event a spring interment, an employee may save one of the days identified above without loss of pay to attend the internment.
- (e) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of his or her aunt or uncle, niece or nephew.
- (9) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

- (g) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

#### 15.16 Jury and Witness Duty

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

- (a) Notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court;
- (b) Presents proof of service requiring the employee's attendance; and
- (c) Deposits with the Nursing Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

An employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission or provides a satisfactory explanation, shall be considered to have terminated his employment without notice.

#### 15.17 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits or in accordance with the ESA for an employee on Pregnancy/Parental leave.
- (d) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

### **ARTICLE 16 – INJURY AND DISABILITY**

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

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

- 16.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
- 16.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure Article 14 - Job Posting of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.
- 16.04 The injured employee shall have a period of thirty-six (36) months from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 13 - Seniority and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
- (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
  - (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in Article 13.08 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 13 Seniority. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)
- 16.05 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, the employee shall be accommodated in a manner consistent with the *Ontario Human Rights Code* and the *Workplace Safety and Insurance Act*.

## **ARTICLE 17 – BULLETIN BOARDS**

- 17.01 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be submitted to the Employer administrator or his designate, for approval before posting, which approval shall not be unreasonably withheld.

## **ARTICLE 18 – ACCIDENT PREVENTION- HEALTH AND SAFETY COMMITTEE**

- 18.01 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

and abide by the Occupational Health and Safety Act as amended from time to time.

A joint management and employee health and safety committee shall be constituted, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall normally meet every three months or more frequently if the committee decides.

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

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

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

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

- 18.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked

- 18.04 The Joint Health and Safety Committee and the representatives thereof shall have access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will

be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

- 18.05 The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- 18.06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- 18.07 The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- a. Designing safe procedures for employees.
- b. Providing training appropriate to these policies
- c. Reporting all incidents of workplace violence.

18.08 The Employer shall:

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

A worker shall:

- (a) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (b) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
- (c) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and

- (d) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

#### 18.09 Employment of Disabled Workers

The Union and the Employer acknowledge their obligations to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

#### 18.10 Injured Workers Provisions

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

#### 18.11 Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

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

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

#### 18.12 Workplace Safety and Insurance Board

Where an employee is absent due to illness or injury which is compensable by Workplace Safety and Insurance Board, the Employer shall pay for the balance of the shift if the employee was unable to complete her commenced shift due to such illness or accident.

#### 18.13 Violence

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of



sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.

- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

The parties agree that if incidents in the workplace involving aggressive resident and/or family action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

It is understood that such resident occurrences will be reviewed at the Resident Care Conference.

#### 18.14 No Harassment

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

Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant's supervisor or a Steward she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

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

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

- (a) the employee will be eligible for benefits in accordance with the WSIA,
- (b) if a person on WSIB returns to his/her employment, for purposes of calculating vacation entitlement in the year of her return, service will accrue while on WSIB.

This clause shall be interpreted consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.

18.16 Day of Mourning

Each year on April 28 at 11:00 a.m., one minute of silence shall be observed in memory of workers killed or injured on the job.

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

Musculoskeletal Injury Prevention  
Needle Stick Injury Prevention  
Person Protective Equipment  
Training designed to ensure competency under the Act for those persons with supervisory responsibilities

18.18 The Employer will use its best efforts to record and report all needlesticks and sharps incidents.

## **ARTICLE 19 – HOURS OF WORK, OVERTIME, ETC.**

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

19.02 In each shift of five (5) hours or more there shall be a one-half (½) hour unpaid meal period.

19.03 In the event a shift is four (4) hours or more duration, an employee shall receive one (1) paid fifteen (15) minute rest period.

In the event a shift is more than six (6) hours' duration, an employee shall receive one (1) one-half (½) hour paid rest period or a second (2nd) paid fifteen (15) minute rest period; rest period(s) to be effective at a time to be designated by the Employer.

- 19.04 Shift schedules for a eight weeks (8) week period shall be posted not later than two **(2)** weeks prior to the implementation of the schedule.
- 19.05 Employees will be scheduled for at least every third (3rd) weekend off on average, weekend meaning Friday, at 10:00 p.m. to Sunday at 10:00 p.m. The Employer will endeavour to arrange schedules so as to provide for every other weekend off. This shall not be construed as requiring the Employer to hire additional staff.
- 19.06 Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a shift or seventy-five (75) hours in a two (2) week work schedule at the rate of time and one-half (1½) the employee's regular rate of pay (ie. a fifty per cent (50%) premium). All overtime must be approved by the Administrator or her designate prior to such overtime being worked.
- 19.07 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- 19.08 Employees shall report for work in their work attire. An employee shall obtain permission from his supervisor before leaving work prior to the normal quitting time. Employees required for reporting purposes shall remain at work for a period of up to 15 minutes which shall be unpaid. Should reporting time extend beyond 15 minutes however, the entire period shall be considered overtime for the purpose of payment
- 19.09 An employee who reports for work at his assigned starting time and who works less than four (4) hours on any day shall be paid at least four (4) hours' straight time, but this Clause does not apply when the Employer is unable to provide work for the employee because of fire, lightning, power failure, storms, or like causes or illness or work stoppage beyond the control of the Employer. The Employer shall not incur any obligations under this Clause where the employee has failed to keep the Employer informed of his current address and telephone number. The provision for four (4) hours' pay referred to above applies to employees normally scheduled to work more than four **(4)** hours and where an employee is normally scheduled to work less than four (4) hours the obligation of the Employer is reduced to one (1) hour's pay.
- 19.10 (a) If an employee is required to work an extra continuous full shift as overtime, two **(2)** free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of his shift one (1) free meal will be supplied.
- (b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- (c) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

- (d) An employee who is absent on paid time during his scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.
- (e) In no event shall there be any pyramiding of benefits or payments.

19.11 Shift Premium

Employees who work two (2) shifts in a pay period shall be paid a shift premium of twenty-eight cents (\$0.28) per hour for all hours worked on the afternoon and night shifts, that *is* when the majority of hours of such shifts falls between 3:00 p.m. of one day and 7:00 a.m. of the next day

19.12 Weekend Premium

Fifteen (\$0.15) cents per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

19.13 Call-ins and Replacement of Shifts

- (a) "Call in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period, who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

1. Call-ins and/or replacement of shifts shall be at the sole discretion of the Home.

2. Call-ins and replacement of shifts shall be on a seniority basis within a classification starting with the most senior part-time employee. Subsequent call-ins/replacements shall start with the most senior part-time employee.

- (a) An employee who refuses; is not available; does not answer a phone call; does not return a call when a message is left prior to another employee agreeing to work; is already scheduled to work; or would be put into an overtime situation by working more than 7.5 hours in a shift or 75 hours in a bi-weekly period, shall count as a call-in

3. If the Home decides to replace a shift and no one is available without overtime, then all employees, including full-time, will be considered in order of seniority within the classification requiring the work.

4. Employees who have shift preference and wish to be eligible for call-in/replacement must indicate in writing to the Administrator their willingness to be offered call-ins on all shifts.
5. Call-in shifts shall be governed by the above procedure. If the Employer is not able to secure Union staff at non-overtime rates of pay they may secure agency replacements.
6. Call-ins will first go to those employees working in the department. Employees outside the department that needs to replace an absent employee, can be called in, by seniority, provided they have signed up to work in the other department(s), have orientated to the other department(s) and have the skill(s) required to do the job that is available. These call-ins will follow the normal call-in practice and procedure. In cases of emergencies exceptions may be made

#### 19.14 Daylight Savings Time

The Employer will pay each employee the employee's regular hourly wage as set forth in Schedule "A", as applicable, for the actual hours worked by such employee on the days when each of the Daylight Savings Time and Eastern Standard Time are implemented. For greater clarity, an employee who is working on the changeover to Daylight Savings Time in the Spring of any year will receive six and one-half (6 ½) hours wages and an employee who is working on changeover to Eastern Time in the Fall of any given year **will** receive eight and one-half (8 ½) hours wages at the applicable straight time hourly rate.

#### 19.15 Consistent Schedules:

1. Work schedules covering an eight (8) week period shall be posted at least two (2) weeks in advance of the effective date. Barring any errors or omissions no changes shall be made in the schedule of the employee once the schedule has been posted unless the employee(s) concerned agree; except for the following specific reasons: illness, WSIB, Pregnancy and Parental Leave, work restrictions under Job Posting language or as part of grievance and/or an arbitration award. There will be no requests for specific days off prior to the posting of the schedule.
2. In the event that employees wish to exchange workdays and off days, they shall normally complete a form designated for this use and submit it to the administrator or her delegate. These requests would be limited to 2 shifts per pay period unless mutually agreed between the Employer, the Union and the Employee. Mutuals shall be approved by the Department Manager or her designate and shall normally be arranged in the same six week schedule. Approval for mutuals between employees in the same classification shall not normally be denied. Such request must normally be submitted four (4) days in advance of the requested exchange. The employer shall not be responsible or liable for overtime rate claims that might arise or accrue as a result of such exchanges.

Mutuals will be limited to two exchanges per pay period and will not be unreasonably denied. All exchanges must be approved or denied by management. Exchange will be for an equal number of shifts and the same schedule. Once an employee has been granted an exchange by the employer, neither the employee or their partner may use that exchange for another request, but must work it.

During the period of May 1 to August 31 of each year, employees' shall not use switch(es) to extend a vacation period.

Extra shifts accepted after the posted schedule cannot be exchanged.

3. All extra hours that become available in addition to the scheduled ones (ie. vacation, sick time, LOA's, etc.) when the anticipated absence will be less than four **(4)** weeks will be offered to the most senior person who had the time available in their existing line (ie. If someone's line is days/afternoons they will not qualify for midnights unless there is no one else available). It is understood that this employers obligation is only for non-overtime hours. Part-time employees who take extra shifts due to sick time, LOA's, etc., shall remain part-time employees.

The practice is the Home will post available shifts; employees who wish to work additional shifts must personally sign up to work; the additional shifts are awarded by seniority provided it does not put the employees into overtime or violate any other provision of the Collective Agreement. Once signed for and awarded the employee must work the shift and cannot use them for shift exchanges/give aways.

4. All known shifts will be scheduled and assigned when the schedule is posted. A new employee would receive orientation during the schedule in place at the time of hire. They could then be assigned to the available shifts of the absent employee until the job posting is filled or the absent employee returns (depending upon the length of the absence). Once the original posting is filled, the new employee would move to the open line until the job posting filled. Eventually the new hire would be left with an open line.
5. All lines will be posted with the exception of the full-time positions.
6. Only those employees classified as in each department at the time the lines are put up for bid would be eligible to bid on the lines.
7. After the schedule goes into effect, all employees would be able to job post to any future vacancies. Future vacancies will continue to be posted for five (5) days. Subsequent postings will be for three (3) days.
8. Grand-fathered lines (two full-time day lines, three (3) part-time day lines, one (1) part-time night line) will continue to be permanent shifts until the

present employees vacate those positions. At such time, they will become part of a two shift line. L. Kerr, B. Stainsby, V. Harris, L. Oakes, A. Conde-Said). The five (5) evening lines created are intended to be used for this purpose and in no way will be considered permanent shifts.

9. Vacations – The Home intends to continue to hire summer vacation relief for peak vacation periods. In order to know how many vacation relief personnel may be needed and how to schedule, the Home will post the list for vacation requests along with a list of when employees are not available during May, June, July, August and September. Employees would be assigned extra shifts for these months based upon seniority (provided they normally work the shift available and assigning them does not violate any other contract article). The shifts not taken would then be assigned to summer vacation relief. By May 1<sup>st</sup> of each year, employees would know their vacation schedule and the extra shifts they were working.
10. For those employees on the consistent schedule, the schedule will not be altered due to paid holidays.
11. The Christmas and New Year's schedule will continue to be as per the current agreement and a specific schedule will be posted for that period.
12. When there is a line change the person assuming the line will be entitled to all shifts in that line. If there is booked vacation on that line, that was not approved vacation then the following will occur: the shifts and the person's line who has been granted the vacation will be given to the individual that should not have vacation time (this way vacation is not being granted to someone of less seniority during prime time.)

#### 19.16 Re: Part-time Employees

It is agreed and understood that part-time employees shall not normally be scheduled to work more than forty-eight **(48)** hours in a bi-weekly pay period.

A part-time employee who works more than forty-eight **(48)** hours in a bi-weekly pay period due to call-ins, replacement of absent employees and/or emergencies shall remain a part-time employee.

- 19.17 Where the Employer assigns an employee to orient a newly hired employee in this bargaining unit during her orientation period, the employee who is training will receive a premium of \$1.50 per hour and the newly hired person will receive a premium of \$1.50 per hour less than the start rate of her classification. These revised payments will apply only during the period of orientation which shall not normally exceed five (5) days. This provision only applies when an SEIU bargaining unit member is assigned to orient a newly-hired employee in this bargaining unit during her orientation period.

## ARTICLE 20 - STATUTORY HOLIDAYS

20.01 For employees who have completed their probationary period, the Employer shall recognize the following as paid holidays.

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Easter Monday
Civic Holiday	Family Day
Labour Day	
One Float	

20.02 If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not yet a Statutory Holiday, and which has not yet been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.

20.03 Employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to in paragraph one (1) above.

20.04 In order to qualify for holiday pay a full-time employee must work his full scheduled shift preceding and immediately following the Statutory Holiday concerned. However, when such employee is absent from the preceding and/or following shifts due to illness or disability verified by a medical doctor's certificate, if requested, the employee will qualify for one (1) day's holiday pay during any one (1) illness or period of disability provided the employee has performed some work within fifteen (15) days on either side of the Statutory Holiday. Where an alternative day off is selected under Article 20.06 to qualify for holiday pay, the same terms as prescribed above will apply to the scheduled shift preceding and immediately following such alternative day.

20.05 Subject to 20.04 above, an employee who is required to work on any of the named holidays in paragraph one (1) above will receive either:

- (a) pay at the rate of time and one-half (1 ½) the employee's regular rate for the work performed on such holiday in addition to the employee holiday pay; or
- (b) pay at the rate of time and one-half (1 ½) the employee's regular rate for work performed on such holiday and an alternative day off with holiday pay for such day at the employee's regular rate such alternate day to be scheduled by the department head either thirty (30) days before or thirty (30) days following the holiday.

20.06 If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee shall receive an additional day off in lieu



thereof within thirty (30) days either side of the holiday unless otherwise arranged between the employee and the supervisor, or a day's pay.

20.07 For the purpose of clarity, paid holidays shall commence at 10:00 p.m. on the evening preceding the paid holiday and end at 10:00 p.m. on the evening of the holiday.

20.08 Any part-time employee who is required to work on any of the named holidays of 20.01 will receive pay at the rate of time and one-half (1%) the employee's regular rate of pay.

## **ARTICLE 21 – MILEAGE**

21.01 Any employee who drives their own vehicle in the course of their duties, and at the direction of the Home, shall be paid at the rate of thirty three (\$.33) cents per kilometer.

## **ARTICLE 22 – VACATIONS AND VACATION PAY**

22.01 The Employees covered by this Agreement shall receive the following vacation with pay as follows:

### Service as at July 1

### Vacation

Under one year

4% of gross earnings for the period worked; time off at the rate of one (1) day per month, to a maximum of ten (10) working days. The intention of the parties is that the ten (10) days will be taken in two (2) consecutive weeks.

One year but less than three years

Two weeks

Three years, but less than eight years

Three weeks

Eight years, but less than fifteen years

Four weeks

Fifteen years but less than twenty-three

Five weeks

Twenty-three years but less than twenty-eight

Six weeks

Twenty-eight years or more

Seven weeks

Vacation pay shall be based on 2% (two percent) of gross earnings for each week of vacation during the twelve (12) months immediately preceding June 30 in each year for each week of entitled vacation.

All normal deductions made from an employee's pay will be made from the vacation pay and issued on a separate cheque.

The employer may pay vacation pay as part of the regular pay. In such circumstances, the employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

22.02 (a) Employees have the option of receiving their vacation pay on the pay immediately prior to or immediately after they have their vacation, provided timely notification is given.

(b) Employee entitled to a vacation during the vacation year, (July 1 to June 30 of the following year) who has not received vacation pay by June 30 of that year, shall be paid vacation pay no later than June 30 of vacation year.

22.03 (a) The time of vacation for each employee each year will be mutually arranged between employees and the Employer, provided, however, that if there is a dispute over a respective vacation date between employees, seniority of employees shall be the governing factor within their respective job classifications, and provided the Employer is able in its opinion to retain a working force most capable of performing the required work.

Note: Vacation for employees in the part-time bargaining unit will be based on an equivalency of 1800 hours = 1 year of service. The schedule of vacation will be the same as for full-time employees.

(b) Employees will be requested to record their vacation preference on a sheet to be posted from February 1 to March 1 of each year. Employees whose request is denied shall have until March 15 to choose another week. An approved vacation schedule shall be posted by April 15. Employees who fail to schedule their vacation during the posting period, February 1 to March 1, will be considered for vacation periods not previously committed on a first come, first serve basis.

22.04 If, during an employee's vacation she becomes incapacitated and is under the direct care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled after all other vacation periods have been granted. The employee is responsible for notifying the Administrator of such incapacitation when it occurs. Vacation pay will be paid for the originally scheduled period. Vacation time shall not accumulate from one year to the next.

## **ARTICLE 23 – UNIFORM ALLOWANCE**

23.01 The Employer will pay a uniform allowance of eleven dollars and thirty-three (\$11.33) per month worked, that is the employee must work at least (1) shift in the month. Uniforms and working apparel must be worn at all required times and

employees are expected to report to their working places at their starting time, attired for performance of their duties.

## **ARTICLE 24 – CLASSIFICATION AND WAGES**

24.01 The Employer will classify employees and will pay hourly rates in accordance with Schedule A attached which forms part of this Agreement.

24.02 In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days (excludes Saturday, Sunday and Statutory Holidays) from the date it is notified of the error or by mutual agreement between the Home and the employee.

24.03 All general incremental increases will be effective on the beginning of the nearest pay period of the date of change.

24.04 (a) Upon termination or lay off, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.

(b) Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.

24.06 All Registered Practical Nurses will provide proof of renewal of their Provincial Licence by the end of February each year, unless delayed by unusual circumstances beyond the control of the Registered Staff. The Home will not be obligated to schedule, past mid March, any Registered Practical Nurse who has not provided proof of Licence renewal.

### **24.07 Compensation - Temporary Transfers Full-time and Part-time**

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be paid the rate in the higher classification according to her seniority for all hours worked in the assignment, and they shall maintain their current salary range if assigned to a lower paying classification.

### **24.08 New Classification Full-time and Part-time**

When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from

such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

- 24.09 For every one (1) year (1800 hours) of recent and related work experience, prior to employment with Cambridge Country Manor, a Registered Practical Nurse (RPN) shall advance one (1) step up to the maximum on the wage grid (Schedule A).

It is necessary, in all cases for the employee to provide proof of recent and related experience in writing on letterhead. The change in rate of pay will go into effect the first full pay period after proof is provided.

## **ARTICLE 25 – RESPONSIBILITY ALLOWANCE FOR WORK OUTSIDE THE BARGAINING UNIT**

- 25.01 (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the

above-noted allowance will apply to an RPN who is designated to be in charge of the building.

- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

## **ARTICLE 26 – HEALTH AND WELFARE**

26.01 The Employer shall pay 100% of the billed rate of premium of a group life insurance plan giving each employee at least thirty thousand dollars (\$30,000.00) of term life insurance.

26.02 The Employer shall pay 100% of the billed rate of a weekly indemnity plan which will be integrated with the U.I.C. standards and provide a weekly benefit of two thirds (2/3) earnings to a maximum of U.I.C. with a maximum benefit period of seventeen (17) weeks payable on the first day of hospitalization or accident and on the eighth day of sickness. The specific entitlement referred to above is subject to the details contained in the plan. This improved benefit is accepted by the Union in satisfaction of any employee's share of the unemployment insurance premium rebates which will then become payable to the Employer. Eligibility terminates at age sixty-five (65) or upon retirement if earlier.

### **26.03 Dental Plan**

Amend Dental plan to reflect that Fluoride treatments will be covered only for persons under the age of 18 years.

Amend Dental plan to reflect that for persons 18 years and older, recall is on a 9 month basis (from 6).

The Employer agrees to contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium in accordance with Blue Cross #9 dental plan (or equivalent) at the current O.D.A. fee schedule one (1) year behind each current year with a two thousand dollar (\$2,000.00) benefit.

### **26.04 Extended Health Care**

- (a) The Home agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Home under the amended Blue Cross Extended Health Care Benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions.

The Employer shall provide a Vision Care benefit of one hundred and sixty dollars (\$160.00) every twenty-four (24) months. Effective the full first month following August 28, 2008 the above provision shall increase to one hundred and sixty (\$160.00) every twenty-four (24) months.

The Employer will continue the drug card with a \$7.50 dispensing fee cap and \$1.00 deductible per prescription.

The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

- (b) Hearing Aid – effective date of ratification or Award, every twenty-four (24) months a \$300.00 hearing aid benefit, 100% Employer paid will commence.

26.05 Employees will be entitled to accumulate sick leave credits at the rate of one (1) day for each month worked, to a maximum of twelve (12) days in a calendar year. These days are not cumulative.

The Employer shall pay out fifty percent (50%) of unused days by February 15<sup>th</sup>.

Note: Same Sex Benefits

Same sex spouse will be eligible to be a dependent for insured benefits.

#### 26.06 Benefits/Workplace Safety and Insurance Board, Paid Leave

- (a) The Employer shall continue to pay premiums for benefits plans for employees who are on paid leave of absence or W.S.I.B. if the employee continues to pay their contributions towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on W.S.I.B. shall continue for up to thirty-six (36) months following the date of injury.
- (b) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

Note: The Health and Welfare benefits outlined in Article 26 apply only to members of the full-time bargaining unit. Negotiated amendments are to be effective at the beginning of the first month following ratification.

#### 26.07 In Lieu of Benefits (Part-time)

- (a) A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part as part of direct compensation or otherwise, save and accept salary, vacation pay, stand-by pay, call-back pay reporting pay, responsibility allowance, jury and witness duty, and bereavement pay) an amount equal to ten percent (10%) of his/her regular straight time hourly rate for all straight time hours paid. This in lieu of benefits covers uniform allowance for all part-time employees.
- (b) In Lieu – New Hires  
Part-time employees, upon completion of ninety (90) calendar days of employment, will receive forty cents (\$0.40) per hour in lieu of Extended

Health Care, (Semi-Private, if any) Hearing, Vision, Drugs and other Extended Health benefit) Dental Plan, Sick Leave and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premium toward a flat rate life insurance of fifteen thousand dollars (\$15,000).

26.08 Health and Welfare Benefits Grievance Language

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Local Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

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

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

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

Any such dispute already underway, in respect of which an arbitrator has not been appointed, shall proceed under this process. This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

#### 26.09 The Nursing Homes and Related industries Pension Plan

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

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

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

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



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

- .02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to **(4%)** four percent of applicable wages to the Plan. The Employer shall match such contributions, the amount being **(4%)** four percent of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

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

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

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

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P5, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer

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

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

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

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

(i) To Be Provided Once Only at Plan Commencement

Date of Hire  
Date of Birth  
Date of first Remittance  
Seniority List (for the purposes of calculations past service credit)

(ii) To Be Provided with each Remittance

Name  
Social Insurance Number  
Monthly remittance  
Pensionable Earnings

(iii) To Be Provided Once, if Status Changes

Address as provided to the Home  
Termination date when applicable

(iv) To Be Provided Once if they are Readily Available

Gender  
Marital Status

26.10 Where legislation or the Plan prohibits an employee from contributing to the NHIRPP because of age, an amount equivalent to the deduction in Article 26.09.02 will be directed to a Mutual Fund of the employee's choice. If the employee does not open a Mutual Fund, the Employer is not obligated to make deductions as per Article 26.09.02. The Employer is only obligated to commence

making deductions and to provide matching funds once a Mutual Fund has been opened.

#### 26.11 Benefits for Employees Past Age 65

Full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

26.01 Reduce life insurance by 50%

26.02 Dental

26.04 (a) Extended Health Care, including vision care

26.04 (b) Hearing Aide

26.05 first two weeks of short term sick leave

In any event, once the employee reaches age 70 and continues to be employed she shall automatically receive \$0.40 in lieu to part-time employees. Any such employee who works past age 70 and was employed by the Employer as of the date of the last Memorandum of Settlement respecting the 2004-07 collective agreement shall have the option of choosing either the \$0.40 in lieu provision or the pre-existing in lieu provision if any.

### **ARTICLE 27 – INTERPRETATION**

27.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

### **ARTICLE 28 – SUPPLEMENTAL FULL-TIME LANGUAGE**

28.01 There shall be at least thirteen (13) full-time positions in the bargaining unit. The existing seven (7) full-timers, as of January 13, 2004, shall have a one time option, in writing, of either maintaining their full-time benefits (including paid sick leave), or converting them instead to a pay in lieu payment

If any of the existing seven (7) full-timers opt to change from benefits to pay in lieu, then the most senior new full-timer(s) are to be provided with full-time benefits to the degree that existing full-timers gave up full-time benefits.

(Example: Therefore, if three (3) existing full-timers opt to go pay in lieu, then of the six (6) new full-timers, the three (3) most senior will receive full-time benefits, and the three (3) more junior will receive pay in lieu. Similarly, if none of the existing full-timers opt to change to in lieu, then all of the six (6) new full-timers will remain on pay in lieu.)

Any full-time employees currently receiving payments in lieu of benefits, can within thirty days (30) of the date of this Award (August 28, 2008), indicate in

writing to the Employer that they wish to receive the full-time benefits set out in the collective agreement and forgo the in lieu payment. If such notification is not received such full-time employee(s) will continue to receive the in lieu payments.

## **ARTICLE 29 – PRINTING OF COLLECTIVE AGREEMENT**

29.01 It is agreed that the Employer and Union will share equally the cost of the printing of the Collective Agreement.

## **ARTICLE 30 – NO CONTRACTING OUT**

30.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this Agreement

## **ARTICLE 31 – MEDICAL CERTIFICATES**

31.01 (a) An employee may be required to obtain a doctor's note prior to returning from injury or illness. Doctors' notes required by the Home shall be paid for by the Employer. All annual medicals, if required by legislation and not covered by OHIP, shall be paid for by the requesting party.

(b) The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon recommendation pertaining to a facility or a specifically designed area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following will apply:

The full cost of such vaccinations is not covered by some other source, the Employer will pay the full cost or incremental cost for the vaccine.

The Employer agrees that if any employee gets sick as a result of the vaccination she may apply for WSIB.

Employees who are unable to accept the vaccination or comparable treatment, by reason which is documented by a medical practitioner, or by reasons of religious accommodation, or who do not wish to take either treatment, will not be scheduled nor assigned to work during a declared outbreak by the Ministry of Health/Public Health

The parties agree that employees who are unable or do not wish to accept the vaccination or comparable treatment, shall during an outbreak declared by the Ministry of Health/Public Health, be granted time off without pay and shall not receive any further disciplinary measures associated with their choice of non-participation. If an employee is placed

on such unpaid leave, she may use vacation pay credits or sick credits, if available, in order to reduce her lost wages.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 32 – RETROACTIVITY**

32.01 Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of May 1, 2010 and to all new employees hires since that date on the basis of the agreed upon rates in the wage schedule. Retroactivity will be paid as soon as reasonably possible following ratification or receipt of the arbitration award. If an employee shall have terminated her employment after ~~May 1, 2010~~ <sup>UN</sup>, the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer and the employee shall advise the employee y notice in writing to the last known address on the records of the Employer, and the employee shall have forty-five (45) days from the posting in which to claim for payment. The Employer shall not be further obligated for payment to such employee. All other adjustments to this Collective Agreement are effective after notification of ratification or as of receipt of the award, except as specifically set out otherwise in the Collective Agreement.

The new wage rate will be implemented in the two full pay period following the ratification/award.

## **ARTICLE 33 – PAID EDUCATION LEAVE**

33.01 The Employer agrees to pay into a special fund two (2) cents per hour per employee for all paid hours for the purpose of providing paid educational leave. Such leave shall be for upgrading the employee skills in all aspects of union functions. Such monies to be paid on a quarterly basis into a certified account established by Service Employees International Union Local 1 Canada.

## **ARTICLE 34 – RENEWAL, AMENDMENT AND TERMINATION**

34.01 This Agreement shall continue in effect until April 30, 2012 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

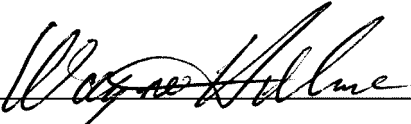
34.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

34.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the proceedings prescribed under the Labour Relations Act, 1970,

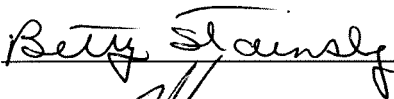


of the Province of Ontario and the Hospital Labour Disputes Arbitration Act,  
1970, as amended, whichever should first occur.

Signed at CAMBRIDGE, ONTARIO, this 4<sup>th</sup> day of August, 2011

FOR THE EMPLOYER

  
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FOR THE UNION

  
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**SCHEDULE "A"**  
**WAGE SCHEDULE**

<b>CLASSIFICATIONS &amp; EFFECTIVE DATES</b>	<b>START RATE</b>	<b>6 MONTHS 900 HRS</b>	<b>1 YEAR 1800 HRS</b>	<b>2 YEAR 3600 HRS</b>
<b>DIETARY, HOUSEKEEPING, LAUNDRY, ACTIVITY AIDE &amp; NURSE CLERK</b>				
<b>May 1, 2010</b>	<b>17.62</b>	<b>18.37</b>	<b>18.83</b>	<b>19.34</b>
<b>May 1, 2011</b>	<b>17.97</b>	<b>18.75</b>	<b>19.21</b>	<b>19.73</b>
<b>HEALTH CARE AIDE/PERSONAL SUPPORT WORKER</b>				
<b>May 1, 2010</b>	<b>18.12</b>	<b>18.86</b>	<b>19.57</b>	<b>19.72</b>
<b>May 1, 2011</b>	<b>18.48</b>	<b>19.24</b>	<b>19.96</b>	<b>20.11</b>
<b>RACIAL NURSE</b>				
<b>May 1, 2010</b>	<b>23.06</b>	<b>23.66</b>	<b>23.84</b>	<b>24.39</b>
<b>May 1, 2011</b>	<b>23.52</b>	<b>24.13</b>	<b>24.32</b>	<b>24.88</b>

**All** rates include all outstanding one dollar and fifty cents (\$1.50) Pay Equity obligations per the agreement between the parties.

## **LETTER OF UNDERSTANDING#1**

### **Re: Credit Check Letters**

Upon written request to the Administrator, and with reasonable notice, the Employer will provide an employee a letter of employment in the following format. Employees will not make such requests more than three times per year.

Date

(Letterhead)

To Whom It may concern:

This letter will confirm \_\_\_\_\_employee — has been employed by \_\_\_\_\_Employer\_\_\_\_\_ since date of hire.

\_\_\_\_\_Employee\_\_\_\_\_ is currently employed as a(n) \_\_\_\_\_classification. The current hourly rate for this position is \$ \_\_\_\_.

For the calendar year (year), \_\_\_\_ (employee's)\_\_\_\_\_ earnings, per T4 statement, were \$\_\_\_\_\_

Administrator

Facility

## **LETTER OF UNDERSTANDING#2**

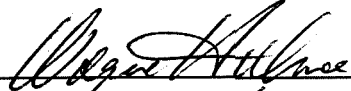
### **Re: Classifications Adjustments**

The Parties acknowledge and agree the following positions do not form part of the bargaining unit and are considered supervisory staff. These positions shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit. This will not apply in cases of emergency, or for the purpose of instructing employees:

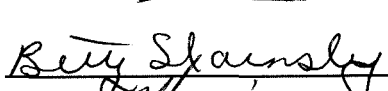
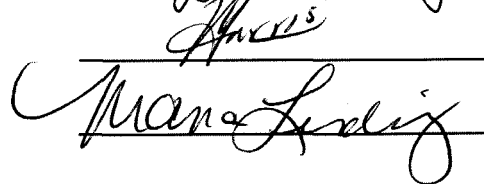
- Food Nutrition Manager
- Maintenance Supervisor
- Activity Director

These Letters of Understanding signed this 4<sup>th</sup> day of August 2011.

FOR THE EMPLOYER

  
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\_\_\_\_\_

FOR THE UNION

  
  
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## LETTER OF UNDERSTANDING

### **RPN SHIFTS AND SCHEDULE MARCH 2008**

In order to have a routine schedule filling all RN and RPN shifts, two current RPN part-time lines will be increased without precedent, to 9 shifts every pay period of two weeks; one line will be maintained at 6 shifts per pay period, and due to the Ministry Funding for an additional RPN FTE April 1 2008 to March 31, 2009, one line will be a 7-8 shifts per pay.

In order to increase the hours to 9 shifts per pay, some additional weekend work, without precedent, may be required.

As per the Collective Agreement in lieu and payment for RN charge shifts apply.

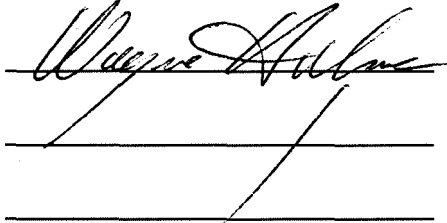
RPNs will be given a letter of agreement to decline or accept the offer of additional hours.

Time Period:

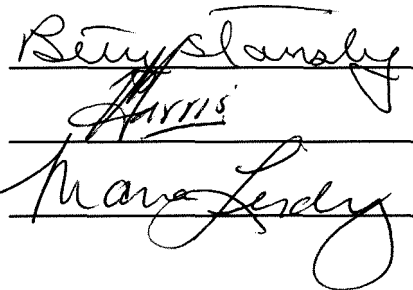
The status of requiring additional RPN hours will be reviewed every 3 months. If prior to the review period the hours are reduced, employees and the Union will be given 2 weeks notice. The schedules will be posted for three week periods at a time. The hours will not decrease below those stipulated in the most current Collective Agreement.

Signed at CAMBRIDGE this 4<sup>th</sup> day of August, 2011.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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