

COLLECTIVE AGREEMENT

between

**VILLA MARCONI HEALTH CENTRE
(Hereinafter "the Health Centre")**

and

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4793
(Hereinafter "the Union")**

January 1, 2019 to December 31, 2021

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 - RELATIONSHIP	3
ARTICLE 4 - HARASSMENT	5
ARTICLE 5 - UNION SECURITY	5
ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES	6
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE	10
ARTICLE 8 - ACCESS TO FILES.....	14
ARTICLE 9 - SENIORITY	14
ARTICLE 10 - CONTRACTING OUT	21
ARTICLE 11- WORK OF THE BARGAINING UNIT	21
ARTICLE 12 - LEAVES OF ABSENCE	22
ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY.....	29
ARTICLE 14 - HOURS OF WORK.....	31
ARTICLE 15 - PREMIUM PAYMENT	33
ARTICLE 16- HOLIDAYS	34
ARTICLE 17 - VACATIONS	37
ARTICLE 18 - HEALTH & WELFARE	39
ARTICLE 19 - MISCELLANEOUS.....	45
ARTICLE 20 – WAGES	46
ARTICLE 21 - DURATION AND RENEWAL	47
SCHEDULE ‘A’	48
SIGNING PAGE IN RESPECT OF LETTERS OF UNDERSTANDING / PAY EQUITY PLAN	51

LETTER OF AGREEMENT.....52

Re: Prepaid Leave Plan52

Re: Parking.....55

Re: Part-time Employees Temporarily Filling a Full-time Position.....56

Re: Health and Welfare Benefits.....57

PAY EQUITY PLAN.....58

WORKLOAD REVIEW FORM FOR REGISTERED NURSING STAFF59

ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5) To act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.02 Feminine/Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 2 - DEFINITIONS

2.01

a) Temporary Employee

Employees may be hired for a specific term not to exceed fourteen (14) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Health Centre will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

b) Temporary Positions

A temporary position is a position that is available for a specific term, where the term is defined, or for a non-specific term, where the term is unknown, but in either case, not to exceed one (1) year, to replace an employee who will be on approved leave of absence: absence such as WSIB disability, sick leave, pregnancy leave, parental leave. The temporary position will be for the period of the leave only, but may be extended should the period of the leave be extended, subject to the one year maximum. A temporary position may also be a position that is available for a special non-recurring task for a finite length of time, not to exceed six (6) months in duration.

All temporary vacancies of sixty (60) days or more in duration will be posted using the job posting provisions under Article 9.05 of the Collective Agreement. The posting will provide the normal information on all job postings and the expected start and completion date of the vacancy. Successful applicants for temporary vacancies have no obligation to stay in the position past the original expiry date of the job posting.

If the successful applicant for a temporary vacancy is a permanent employee and a member of the bargaining unit, she/he will return to his/her previous position at the end of the term, subject to any changes to the employee's status which would have occurred had she/he not been working in the temporary vacancy.

Nothing in the foregoing precludes an employee from leaving the temporary position early by posting into another position, subject to the restrictions in Article 9.05.

2.02 Part-time Commitment

Part-time employees must be reasonably available for call-in.

2.03 Definitions

Full-time Employees - defined as a person regularly scheduled to work 75 hours in a bi-weekly pay period.

Part-time Employees - defined as a person regularly scheduled for less than 75 hours in a bi-weekly pay period.

Casual Part-time Employees - an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is available to him or her, however, it is understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.

2.04 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/ advisor(s) shall have access at any mutually agreeable time to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 - RELATIONSHIP

3.01 Union Recognition

The Health Centre recognizes the Union as the bargaining agent of all employees employed in the Villa Marconi Long Term Care Centre in the Regional Municipality of Ottawa-Carleton, save and except the Payroll Manager, Financial Manager, Administrator, Director of Care, Executive Director, Physicians, Supervisors, and Volunteers and those persons above the rank of Payroll Manager, Administrator, Director of Care, Executive Director, Physicians and Surgeons.

3.02 Management Rights

- a) It is the exclusive right and function of the Employer, in its discretion, to operate and manage its undertakings and operations as it deems appropriate, subject only to an explicit restriction as set out in this Collective Agreement.

Without restricting the generality of the foregoing, it is the Employer's right and function to:

- (i) Maintain order, discipline, and efficiency,

- (ii) Hire, classify, direct, transfer, promote, layoff, or terminate staff,
- (iii) Discharge, demote, suspend or otherwise discipline employees for just cause,
- (iv) Generally, to manage the enterprise in which the Employer is engaged, and without restricting the generality of the foregoing, to determine the work to be done, the locations, methods and tools to be used, process and control of materials and parts to be incorporated in the work, the complement of staff, the size of the operation, and such other matters as the Employer deems appropriate.

b) The Health Centre agrees these functions will be exercised in a reasonable manner and consistent with the Collective Agreement.

3.03 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee or the Health Centre by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The parties further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives, because of an employee's membership or non-membership in a Union.

3.04 Correspondence

Except where otherwise provided, any notice which either party desires to give to the other shall be given as follows:

To the Health Centre:

Administrator
Villa Marconi Health Centre

With copies to specific individuals as the Employer may request of the Union from time to time.

To the Union:

Recording Secretary
The Canadian Union of Public Employees Local 4793

With copies to the Local President, National Representative, and such other specific individuals as the Union may request of the Employer from time to time.

3.05 Notice to Union of Employee who is Ill for an Extended Period

In order that the Union may extend best wishes for the recovery of those of its members who fall ill for an extended period, the Health Centre will endeavour to notify the Union of the name of any member who has been absent due to illness for a period of four (4) weeks or more. Such notice will be sent to the attention of the CUPE Local 4793.

3.06 No Strikes/ No Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the Ontario Labour Relations Act and the Hospital Labour Disputes Arbitration Act HLDA) and Regulations.

ARTICLE 4 - HARASSMENT

4.01 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denied individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

The direction of the workforce in and of itself is not Harassment.

ARTICLE 5 - UNION SECURITY

5.01 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

5.02 Notification to Union

The Health Centre will provide the Union with a list, monthly of all hiring, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available

through the Health Centre's payroll system.

The Union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism or for non-occupational illness/injury.

5.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Health Centre for a period of up to 15 minutes during the employee's probation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Health Centre as part of the orientation program.

5.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Health Centre or its representative(s), which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Health Centre without proper authorization from the Union.

5.05 Check-off Dues

It is agreed that an employee may exercise or refrain from exercising his right to become a member of the Union or may cease to be a member of the Union.

The Health Centre agrees to deduct an amount equivalent to the regular monthly union dues from the pay of all employees who have completed the probationary period. Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees by no later than the 25th day of the month following the month in which the deductions were made.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives

and members will engage in the solicitation of members, holding of

meetings or any other Union activities on Health Centre premises or on Health Centre time without the prior approval of the Health Centre, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02

a) Labour Management Committee Meeting

Where the parties mutually agree that there are matters of mutual concern and interest, including workload issues 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 a meeting hereunder will be made in writing 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 negotiations for the amendment or renewal of this Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

b) Case Mix Index Information

The Employer will advise the Union of any changes to the Case Mix Index.

c) The Workload Review Form shall be submitted to the Director of Care at least one week prior to a meeting of the Labour Management Committee.

6.03 Negotiation Committee

The Health Centre agrees to recognize a negotiating committee composed of not more than four (4) Health Centre employee representatives of the Union for the purpose of negotiating a renewal agreement. The Union shall keep the Health Centre notified in writing of the names of the members of its negotiating committee and the respective dates of their appointments.

The Health Centre agrees to pay members of the negotiating committee for straight time wages lost from their regular scheduled working hours spent in direct negotiations for a renewal agreement, up

to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Health Centre.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Health Centre will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for Union business, but shall not be deducted from the Union's entitlement under Article 12.02.

6.04 Union Stewards

The Health Centre agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Health Centre notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Health Centre and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Health Centre in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

6.05 Grievance Committee

The Health Centre will recognize a Grievance Committee composed of the Chief Steward and not more than three (3) employees, at least two (2) of whom shall be full-time employees, to be known as "Stewards", provided that no more than two (2) members of the Committee shall be present at any meeting with the Health Centre.

An employee shall not leave his regular duties in connection with the servicing and including investigation of a grievance under Article 7, until he has first secured permission from his immediate supervisor. Such permission shall not be unreasonably withheld. The employee shall state his destination to his immediate supervisor and shall report again to the immediate supervisor at the time of his return to work.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Health Centre up to, but not including arbitration.

6.06 Health and Safety Committee

- a)** The Health Centre and the Union agree that they mutually desire to maintain standards for safety and health in the Health Centre in order to prevent accidents, injury and illness.
- b)** Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as a member of its Joint Occupational Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c)** Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d)** The Health Centre agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e)** Meetings shall be held every third month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f)** Any representative appointed or selected in accordance with b) hereof shall serve for a term of one calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Health Centre at his regular or premium rate as may be applicable.
- g)** The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

- h) The Health Centre accepts that one CUPE member who is to serve on the Joint Occupational Health and Safety Committee will be selected among those to be trained as certified workers under the *Occupational Health and Safety Act*. Any costs associated with the initial training of a certified worker will be paid by the Health Centre, or as may be prescribed pursuant to the *Occupational Health and Safety Act*.
- i) Time spent by a certified member in exercising powers and carrying out duties under the *Occupational Health and Safety Act* shall be deemed to be work time and paid for by the employer.

6.07 Modified Work

If the Employer, in meetings its obligations in respect of modified work, were to propose an action which might be inconsistent with the Collective Agreement, the Employer will obtain the agreement of the Union prior to implementing the modified work.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01** For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02** At the time any formal discipline is imposed, an employee has the right upon request to the presence of a steward.

If the formal discipline is an unpaid disciplinary suspension, or termination of employment, or if the meeting is likely to lead to either outcome, the Employer shall ensure a steward is present, regardless the wishes of the employee.
- 7.03** 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 immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a Union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The Union, on behalf of the employee, may submit a written grievance signed by the employee to his Department Head or designate. The grievance shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement which are alleged to be violated. The Union and the grievor, and the Department Head or designate may, if they so desire, meet to discuss the grievance prior to a decision being rendered by the Department Head or designate. The Department Head or designate will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Health Centre Administrator or his designee. A meeting will then be held between the Health Centre Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. A National Representative of the Union may attend. The grievor must attend. It is further understood that the Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Health Centre shall be delivered in writing to the Union, within nine (9) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Health Centre and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or Arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Health Centre at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- a) confirming the Health Centre's action in dismissing the employee; or
- b) reinstating the employee with or without full compensation for the time lost; or
- c) by any other arrangement which may be deemed just and equitable.

Whenever the Health Centre deems it necessary to impose a disciplinary unpaid suspension or discharge an employee for cause, the Health Centre shall notify the Union of such disciplinary unpaid suspension or discharge for cause in writing. The Health Centre agrees that it will not impose a disciplinary unpaid suspension, or discharge for cause or otherwise discipline an employee who has completed his probationary period, without just cause.

The Employer may suspend an employee with pay pending investigation, and such suspension is not a disciplinary action. An employee on such paid suspension must be available to meet with the Employer as required.

7.07

- a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

- b) **Mediation**

By mutual consent, the parties may agree to use the services of a Mediator to attempt to resolve any grievance which has not been

resolved at Step No. 2. The parties will share equally the fees and expenses, if any, of the Mediator. An agreement to mediate shall automatically extend the time limits for referral to arbitration.

- 7.08** All agreements reached under the Grievance Procedure between the representatives of the Health Centre and the representatives of the Union will be final and binding upon the Health Centre and the Union and the employees.
- 7.09** When either party requests that any matter be submitted to Arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this agreement, and at the same time, shall offer names of appropriately qualified individuals as arbitrators. The party receiving the request shall, within seven (7) days of receipt, respond, either accepting one of the individuals suggested, or offering alternative suggestions. Failing agreement, either party may request an appointment through the appropriate representatives of the Ministry of Labour for the Province of Ontario.
- Alternatively, either party may suggest the matter be heard by a Tri-partite Arbitration Board, and if that suggestion is acceptable to the other party, the parties will name respective nominees, and it will be to the nominees to determine a Chairperson.
- 7.10** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** No matter may be submitted to Arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the Board, or in the case of a Tri-partite Board, the majority decision, will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14** Each of the parties hereto will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board, and as required, will pay the fees and expenses of their nominee.

7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The *Labour Relations Act*.

7.16 Any Arbitration Board convened pursuant to the Hospital Labour Disputes Arbitration Act must be constituted in accordance with the legislation.

ARTICLE 8 - ACCESS TO FILES

8.01 Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of a representative of the Human Resources Services department. An employee has the right to request copies of any evaluations in this file.

8.02 Clearing of Record

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for eighteen (18) months.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed 375 hours of work. Upon completion of the probationary period, he shall be credited with seniority equal to the number of hours paid since hire. With the written consent of the Health Centre, the probationary employee and the President of the Local Union, or the President's designate, such probationary period may be extended. Any extensions will be in writing and will specify the length of the extension.

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or Arbitration.

9.02 Definition of Seniority

Seniority is hours paid while employed within the bargaining unit, and shall include hours paid prior to the certification of the Union.

Notwithstanding the above, a part-time employee cannot accrue more than one thousand nine hundred and fifty (1,950) hours in a twelve (12) month period. The twelve (12) month period shall be the calendar year.

A seniority list will be posted at approximately four-month intervals. The list will provide seniority as of the end of the pay period immediately prior to the posting.

Staff may raise concerns regarding the posted seniority list at any time prior to the posting of the next list. If the concerns are valid, the list will be amended. If concerns are not raised by the time a subsequent list is posted, the previous seniority list will be deemed to be correct and complete.

The seniority, as set out in the posted seniority list, will be considered the individual's seniority for all purposes pending the posting of the next list.

Seniority will include hours paid for work performed outside the bargaining unit where such work is in accordance with sub-article 9.06 or sub-article 15.05.

9.03 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if he:

- (a)** resigns;
- (b)** is discharged and not reinstated through the grievance/ arbitration procedure;
- (c)** retires;
- (d)** is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Health Centre of such absence and providing to the Health Centre a satisfactory reason;
- (e)** has been laid off for twenty-four (24) months;

- (f) has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Health Centre through registered mail addressed to the last address on the records of the Health Centre, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.04 Effect of Absence

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Health Centre, both seniority and service will accrue.
- (b) During an unpaid absence 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 for the period of the absence in excess of thirty (30) continuous calendar days, 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 any subsidized employee benefits in which he/she is participating for the period of absence.

The Health Centre will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits.

The Health Centre will continue to pay its share of the premiums while an employee is on sick leave (including the Employment Insurance period) up to thirty (30) weeks from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

9.05 Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Health Centre, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The posting shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Union. Vacancies created by the filling of an initial permanent vacancy will be posted for a period of four (4) days consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the four (4) day period referred to herein.

In matters of promotion and staff transfer, where relevant qualifications, skills and abilities are relatively equal among applicants, seniority will be the governing factor. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

The Health Centre agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Health Centre provides the Union notice of its intention to eliminate the position.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

The above-noted employee shall be allowed a trial period of up to 150 hours of work, during which the Health Centre will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.

A permanent vacancy, as referred to in this Article 9.05, is a permanent job vacancy that has a duration which is expected to exceed sixty (60) calendar days.

9.06 Transfer and Seniority outside the Bargaining Unit

- a) It is understood that an employee shall not be transferred by the Health Centre to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding fourteen (14) months. Such employees on temporary assignments shall remain members of the bargaining unit.

- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Health Centre to a position in the bargaining unit within twenty four (24) months of the transfer he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of fourteen (14) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

9.07 Technological Change

The Health Centre undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Health Centre has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Health Centre agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

9.08 Professional Responsibility - Workloads

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee may submit their concerns to either the Joint Health and Safety Committee (as constituted under Article 6.06) or the Labour Management Committee (as constituted under Article 6.02) through their Union Representative in a format to be determined by the respective committee.

In the event that a registered nurse or nurses is or are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The Workload Review Form shall be attached as an Appendix to the Collective Agreement.

This process is designed to facilitate discussion between employee and supervisor, but a dispute over workload shall not form the basis of a grievance under Article 7 - Grievance Procedure.

9.09 Lay-offs and Recalls

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 9 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

Layoffs, under the provisions of this Collective Agreement, shall include the reduction of daily or bi-weekly hours, based on the employee's regular posting, of any full-time or part-time employee. It is not a layoff, if an employee is displaced from a temporary position, or if the layoff is of less than thirteen (13) weeks' duration.

In the event of a proposed lay-off of a permanent or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- (a) provide the Union with at least six (6) weeks notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) provide affected employees with notice in accordance with the Employment Standards Act. However, the Act will be deemed to be amended to provide notice to the affected employee as follows:
 - if his/her service is greater than 9 years - 9 weeks' notice
 - if his/her service is greater than 10 years - 10 weeks' notice
 - if his/her service is greater than 11 years - 11 weeks' notice
 - if his/her service is greater than 12 years - 12 weeks' notice
- (c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this collective agreement.

Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in reverse order of seniority within, their classification, provided that there remain on the job employees who have the ability and qualifications 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) displace an employee who has

 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
 - v) In the event that an employee is laid off from a full-time position and provided that no other full-time positions are available for which the employee is qualified and able to perform, the full-time employee shall then be allowed to displace a part-time employee with less seniority provided that the employee is qualified and able to do the work available.

Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening in order of seniority provided she has the ability and qualifications to perform the work.

The job posting provisions set out in the Collective Agreement shall apply. Employees with seniority who are laid off will be mailed a copy of job posting to their last known address. When a laid off employee bids for and is successful in obtaining a posted position, she/he shall have no further rights with regard to recall.

- (b) 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.
- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar 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.
- (d) 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.

ARTICLE 10 - CONTRACTING OUT

- 10.01** The Health Centre shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than part-time employees results from such contracting out.

ARTICLE 11- WORK OF THE BARGAINING UNIT

- 11.01** Employees, and other persons not covered by the terms of this agreement, will not perform duties normally assigned to employees covered by the agreement if, as a direct result, an employee covered by this agreement is laid off, or has a reduction in scheduled work.

11.02 Volunteers

The Union recognizes the crucial role of volunteers in a community based not for profit charitable home, and agrees any interpretation of Article 11.01 must be considered in this light.

ARTICLE 12 - LEAVES OF ABSENCE

12.01

a) Personal Leave

Written request for a non-emergency personal leave of absence without pay will be considered on an individual basis by the Health Centre. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days. Employees needing personal leave for days for appointments with medical practitioners may utilize the personal leave language. Such leave will not be unreasonably withheld.

b) Emergency Leave

As per the Employment Standards Act, an employee is entitled to a leave of absence without pay because of any of the following:

- A personal illness, injury or medical emergency.
- The death, illness, injury or medical emergency of an individual described in this Article.
- An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance

An employee who wishes to take leave under this section shall advise the Health Centre that he or she will be doing so. If the employee must begin the leave before advising the Health Centre, the employee shall advise the Health Centre of the leave as soon as possible after beginning it.

An employee is entitled to take a total of (ten) 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Health Centre may deem the employee to have taken one day's leave on that day for the purposes of this Article.

Upon the conclusion of an employee's leave under this Article, the Health Centre shall reinstate the employee to the position the employee most recently held with the Health Centre, if it still exists, or to a comparable position, if it does not.

12.02 Union Business

The Health Centre shall grant leave of absence without pay to a reasonable number of employees and for a total not exceeding fifty (50) days in any calendar year to represent the Union at Union conventions, seminars, education classes, and other Union business in connection with the administration of the collective agreement providing the Health Centre is given at least fourteen (14) days written notice by the Union. Such leave will not be unreasonably denied.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Health Centre on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Health Centre in the amount of such salary and applicable benefits within thirty (30) days of billing.

Employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

12.03 Full-Time Position with the Union

Upon application by the Union, in writing, the Health Centre shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of two (2) calendar years from the date of appointment unless extended for a further specific period by agreement of the parties.

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

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

Notwithstanding Article 2.01(b), the Health Centre may fill the vacancy resulting from such leave on a temporary basis.

12.04 Bereavement Leave

- a) Where an employee is bereaved by the death of a relative, the employee is entitled to time off in accordance with this Article.
- b) A relative includes a blood relative, or a relative by marriage, including a common-law relationship or a same-sex spousal relationship. A common-law or a same spousal relationship means a relationship that meets the following criteria:
- there is common co-habitation
 - the relationship is represented as a marital relationship in the community
 - the relationship has been established for some time

Additional time off will be granted upon request. The amount of the time off may be reduced at the discretion of the employee.

Separate from the time off is pay for scheduled shifts occurring during the time off. Such scheduled shifts are only paid in accordance with the specific provisions of this sub-article.

- c) Periods of time off are calculated with a presumption the day of death is the first day, but when an employee has worked her regularly scheduled shift on the day of death, then periods of time off shall be calculated as if the day following the day of death was the first day.
- d) In the event of the death of the employee's spouse, child, parent, or grandchild, the employee is entitled to seven (7) consecutive calendar days off. The employee will be paid for scheduled shifts occurring during the seven (7) days, to a maximum of five (5) days of pay.
- e) In the event of the death of the employee's grandparent, parent-in-law, or sibling, the employee is entitled to five (5) consecutive calendar days off. The employee will be paid for scheduled shifts occurring during the five (5) days, to a maximum of three (3) days of pay.

- f) In the event of the death of the employee's sibling-in-law, the employee is entitled to four (4) consecutive calendar days off. The employee will be paid for scheduled shifts occurring during the four (4) days, to a maximum of two (2) days of pay.
- g) In the event of the death of another relative, the employee is entitled to two (2) calendar days off. If the employee is scheduled to work on the day of the funeral, or other equivalent ceremony, but instead uses this day as one of the two days off, and attends the funeral or other equivalent ceremony, the employee will be paid for this scheduled shift. The days off do not need to be consecutive.
- h) If the funeral, or memorial service, or other ceremony occurs outside the specified time frames, the employee shall be entitled to additional unpaid time off, upon request, for the purpose of attending such ceremony.
- i) A compassionate leave may be granted when the death of a relative, as listed in parts (d), (e) or (f) of this Article, is imminent, and time off is required. Payment for scheduled shifts lost will be in accordance with the entitlement that would arise in the event of bereavement, and the bereavement entitlement for paid shifts would be reduced accordingly, but the entitlement to unpaid leave would not be reduced.
- j) Requests for bereavement or compassionate leave are given every consideration by the Employer, and presume honest representation. Accordingly, a misrepresentation will be considered cause for significant discipline, including discharge.
- k) Where it is necessary because of distance, the employee may be provided with up to four (4) days of additional unpaid leave.

12.05 Jury & 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 Health Centre, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Health Centre 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;

- (c) deposits with the Health Centre the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

12.06 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Health Centre with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Health Centre at least four (4) weeks in advance thereof.
- d) An employee who has completed thirteen (13) weeks of continuous service prior to the expected date of birth will be eligible to a supplementary employment insurance payment (SUB). To receive the payment, the employee must be in receipt of employment insurance benefits.

The SUB payment will be equivalent to the difference between 75% of the employee's regular weekly earnings, and the sum of her weekly employment insurance benefits.

Such payment shall commence after the two-week employment insurance waiting period, and shall continue while the employee is in receipt of employment insurance benefits, to a maximum of fifteen (15) 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.

This plan is subject to the requirements and the provisions of the Employment Insurance Commission, the Legislation and any regulations under the Legislation.

- e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

- f) In accordance with the relevant provisions of the Employment Standards Act, the Health Centre will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the pregnancy leave.

12.07 Parental Leave

- a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least four (4) weeks in advance of the date of the commencement of such leave and the expected date of return.
- c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- d) An employee who is an adoptive parent shall advise the Health Centre as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Health Centre at least four (4) weeks in advance thereof.

- e) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- f) In accordance with the relevant provisions of the *Employment Standards Act*, the Health Centre will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks' after the parental leave began otherwise, while the employee is on parental leave.
- g) An employee who has completed thirteen (13) weeks of continuous service prior to the earlier her pregnancy leave began, or the date the parental leave began, will be eligible to a supplementary employment insurance payment (SUB). To receive the payment, the employee must be in receipt of employment insurance benefits. This benefit will be paid immediately if the employee has completed a pregnancy leave. There will be a two week waiting period if the employee has not completed a pregnancy leave.

The SUB payment will be equivalent to the difference between 75% of the employee's regular weekly earnings, and the sum of her weekly employment insurance benefits.

Such payment shall continue while the employee is in receipt of Employment Insurance Benefits, to a maximum of ten (10) 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.

This plan is subject to the requirements and the provisions of the Employment Insurance Commission, the Legislation and any regulations under the Legislation.

- h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

If required by the Health Centre, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade his or her

employment qualifications. Where employees are required by the Health Centre to take courses to upgrade or acquire new employment qualifications, the Health Centre shall pay the full costs associated with the courses.

12.09 Compassionate Care Leave

- (i) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26- week period in accordance with section 49.1 of the *Employment Standards Act*.
- (ii) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (iii) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (iv) Subject to the relevant provisions of the *Employment Standards Act*, the Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, during the up to eight (8) weeks of leave.

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01

- a) Full-time employees who have completed the probationary period shall thereafter earn sick leave credits based on hours worked as follows.

For each 162.5 hours worked, the employee shall earn 7.5 hours of sick leave credits, to a maximum of 90 hours. The calculation begins with the first hour worked following the probationary period.

Once an employee has accumulated the maximum of 90 hours, then unless and until the employee uses a sick leave credit, the employee does not earn any more credits. If credits are used, the employee then begins to again accumulate hours worked for the purpose of earning more credits, again to the maximum.

- b) If personal illness or injury prevents an employee from attending work as scheduled, the employee can use accumulated sick leave credits to continue hourly wages, to the maximum of 90 hours.

A claim by an employee that personal injury or illness prevents the employee from attending work as scheduled will be presumed to be an honest representation. Accordingly, if it is subsequently shown the claim is a misrepresentation, that misrepresentation will be considered cause for significant discipline, including discharge.

The employee will be required to provide the Employer with a medical certificate, at the employee's expense, confirming that the employee's personal illness or injury prevented the employee's attendance at work if:

- i) the employee has been absent for at least three (3) consecutively scheduled shifts, and the Employer has requested such certificate, or
- ii) the employee has an established pattern of absenteeism, and the Employer has given the employee written notice that he or she must provide such a certificate.

In addition, the Employer may require an employee who has been absent because of personal illness or injury to provide a medical certificate confirming the employee is fit to return to their regular duties, or as appropriate, fit to return with restrictions.

- c) After fourteen (14) consecutive calendar days of absence, an employee becomes eligible for employment insurance sick leave benefits. Eligibility is determined by the Employment Insurance Commission. Benefits continue for a maximum of fifteen (15) weeks, presuming eligibility continues.
- d) An employee who has been absent because of personal illness or injury for one-hundred and nineteen (119) consecutive calendar days will be eligible for a weekly indemnity benefit. The benefit will be provided through an insurance carrier, and eligibility will be determined by the carrier.

The benefit will be equal to sixty percent (60%) of the employee's scheduled straight time wages lost. The benefit will be available to a maximum duration of nine (9) weeks.

The Employer will pay one-hundred percent (100%) of the premium for this benefit, and in turn, it is agreed that the Employer's sole obligation will be restricted to providing the employee information necessary to enrol in the benefit, to providing the insurance carrier such information as the insurance carrier requires to administer the benefit, and the timely payment of the premium.

ARTICLE 14 - HOURS OF WORK

14.01 Daily & Weekly Hours of Work

The standard work day for all employees shall be seven and one-half (7½) hours exclusive of one-half (½) hour unpaid meal break. The standard work day week shall be composed of an average of thirty-seven and one-half (37½) hours per week over the period scheduled by the Health Centre, provided however, that this does not constitute a guarantee as to the hours of work per day nor as to days of work per week nor as a guarantee of working schedules.

14.02 Rest Periods

- a) The Health Centre will schedule one fifteen (15) minute rest period for each full scheduled half shift.
- b) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3-3/4) hours of work.

14.03 Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, the Health Centre will schedule a rest period of fifteen (15) minutes duration.

14.04 Meal Period

An unpaid meal period of one-half (1/2) hour's duration will be scheduled if the employee is to work more than five hours on their shift.

- 14.05** Where an employee works more than three and three-quarter (3-3/4) hours overtime either immediately prior to or immediately following a seven and one-half (7-1/2) hour shift, the Employer shall either supply the individual a meal, or pay the individual a \$6.00 meal allowance.

If the employee then works a further three and three-quarter (3-3/4) hours of overtime, the employee will be paid a further \$6.00 meal allowance.

14.06 Scheduling

- a) Employees will not be scheduled to work more than six (6) consecutive days.
- b) Employees will be scheduled off on at least two (2) weekends out of every four (4), unless the employee has specifically been hired for

weekend work, or unless the employee has specifically applied for weekend work.

- c) Shift schedules covering at least a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the department head in writing one (1) week in advance of the posting of the schedule.
- d) No employee will be required to work split shifts.
- e) Appropriately qualified employees may exchange shifts with other appropriately qualified employees, provided any such change is consistent with the *Employment Standards Act*, and does not create any financial or other obligation for the Employer. Requests for shift exchanges must be submitted, on a form to be provided by the Employer, to the employee's supervisor. The form must be submitted sufficiently in advance such that the supervisor can give due consideration to approving or denying the request.

f) Daylight Savings Time/Standard Time

If an employee is scheduled to work a shift during which the change from daylight savings time to standard time, or vice versa, occurs, the employee will be paid for the hours actually worked, at the appropriate straight time or overtime rate.

g) Overtime Pay

Overtime will be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all hours worked in excess of seven and one-half (7-1/2) hours continuously, or in excess of seventy-five (75) hours in a bi-weekly pay period.

Where an employee is required to work on a paid holiday, or on an overtime shift, and she is required to work additional hours following her full shift on that day (but not including hours on a subsequently regularly scheduled shift for such employee) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

h) Call-in

Call-in opportunities will be offered on an equitable basis within classification, provided that the Employer has no obligation to offer a call-in opportunity to an employee if that would result in the payment of overtime, and other employees are available at straight time rates.

14.07 Promotion to a Higher Classification

An employee who is promoted to a higher paid classification will be given credit for all hours previously paid in determining their placement on the wage grid of the higher paid classification, and their subsequent progression through the higher paid wage grid.

14.08 Reporting Pay

Full-time employees who report for any scheduled shift of seven and one-half (7-1/2) hours duration will be guaranteed at least three and three-quarter (3-3/4) hours of work, or if no work is available, at least three and three-quarter (3-3/4) hours of pay. This does not apply when the work is not available due to circumstances beyond the control the Health Centre. This does not apply if the employee has been advised to not report to work.

Part-time employees who report for any scheduled shift will be guaranteed at least three hours of work, or if no work is available, at least three hours of pay. If the part-time employee was scheduled to work less than seven and one-half (7-1/2) hours, they will receive a prorated amount of reporting pay. This does not apply if the employee has been advised to not report to work.

14.09 Call-Back

Where full-time employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of three hours of work, or three hours of pay, or a combination thereof, at an overtime rate of pay.

14.10 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.00 per hour, for all hours on standby.

Standby pay shall cease when an employee is called into work, and works during the period of standby.

ARTICLE 15 - PREMIUM PAYMENT

15.01 Employees who work between 11:00 p.m. and 7:00 a.m. of the following day shall be paid a shift premium of 25¢ per hour worked.

15.02 Registered nurses or registered practical nurses who work between the hours of 3:00 p.m. and 11:00 p.m. of the same day, shall receive a shift premium of 25¢ per hour worked during this time.

15.03 Employees who work between the hours of 11:00 p.m. on a Friday, and 11:00 p.m. of the following Sunday, shall be paid a weekend premium of 46¢ per hour worked.

15.04 Non-registered employees who work between 3:00 p.m. and 11:00 p.m. shall be entitled to an afternoon shift premium of 25¢ for each hour worked.

15.05 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

Where the Health Centre temporarily assigns an employee to carry out the assigned responsibilities of a position outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the start of the assignment.

ARTICLE 16- HOLIDAYS

16.01 The recognized holidays, under this agreement, are as follows:

- | | |
|--|------------------|
| New Year's Day | Labour Day |
| Family Day (3 rd Monday in Feb) | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day** |
| Canada Day* | |
| Civic Holiday*** | |

* Which, for the purpose of this agreement, shall be July 1.

** Which, for the purpose of this agreement, shall be December 26.

*** Which, for the purpose of this agreement, shall be the first Monday in August.

16.02 Full-time Employees

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, or to qualify for a lieu day an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

16.03 Part-time Employees

a) Eligibility

A part-time employee will be paid for the recognized holidays if the employee has worked her full scheduled shift prior to the holiday, and her full scheduled shift following the holiday, and, if she was scheduled to work on the holiday, did so.

An employee is still eligible for the listed holidays if she fails to work her full scheduled shift prior to the holiday, or her full scheduled shift following the holiday, in either case for reasonable cause. If however she fails to work both the full scheduled shift prior to the holiday, and the full scheduled shift following the holiday, regardless the cause, she is only eligible for the first holiday in any continuous absence, and is not eligible for any other holidays that occur during that absence.

The Employer reserves the right, in circumstances in which it would be appropriate to exercise that right, to require the employee to provide appropriate confirmation of the cause, and where the employee fails to provide such confirmation, to deny any payments.

b) Holiday Pay Calculations for Part-time Employees

A part-time employee's pay for the holiday shall be equal to the total amount of regular wages and vacation pay payable to the employee in the two (2) pay periods before the pay period in which the holiday occurred, divided by twenty (20).

"Regular wages" means the employee's hourly rate of pay times the number of hours worked at straight time rates. Vacation pay is

any vacation pay paid to the employee during the two (2) pay periods.

16.04 If an employee works on a recognized holiday, the employee will be paid at the overtime rate of time and one half for all hours worked on the holiday

16.05 Employees may take paid recognized holidays at any time during the ninety (90) days following the holiday, provided such time is agreed between themselves, and their supervisor. If the holiday has not been taken during that time, the holiday shall be paid out, and the time off lost.

Alternatively, the employee can waive the time off, by giving written notice to the Employer, and the employee will be paid for the holiday. If such notice is given, it applies to all following holidays, unless and until the employee gives a further written notice withdrawing the first notice.

16.06 **Float Holidays**

Full-time employees are to be credited with two (2) Float Holidays at the start of each year. Requests for Float Holidays must be submitted in accordance with the Article 14.06. Float Holidays must be used by the end of the calendar year in which they are granted, unless impossible due to unforeseen circumstances and provided the Employer approves the delay. In that event, the Float Holiday(s) may be carried over for one (1) month to January 31 of the following year. If not used or taken by that date, the Float Holiday will be paid out within the next thirty (30) days.

Employees who become full-time after January 1 in any year will earn Float Holidays on the basis of one (1) such holiday for every 900 hours worked, to a maximum of two (2) Float Holidays during that year. Thereafter, the provisions for Full-time employees will apply and they will be credited with two (2) Float Holidays at the start of each succeeding year of employment.

Part-time employees earn Float Holidays on the basis of one (1) such Float Holiday, paid on the basis of seven and one-half (7 ½) hours, for every 900 hours worked. Part-time employees may accumulate a maximum of two Float Holidays at any time. Once the accumulated Float Holidays exceed two (2), the additional Holiday must be used or taken within sixty (60) days, failing which it will be paid out to the employee.

16.07 Every full-time employee, who was a full-time employee as of January 1, 2008, will be credited with two (2) float holidays as of January 1 of each year. The float holidays must be used by December 20.

Every full-time employee who becomes full-time on or after January 2, 2008, and all part-time employees, earn float holidays paid on the basis of

seven and one-half (7 1/2) hours, for each nine hundred (900) hours worked.

ARTICLE 17 - VACATIONS

17.01 Vacation, as time off, is based on length of employment since last date of hire. A year, for the purpose of earning vacation, is a calendar year.

Vacation pay is a percentage of gross earnings. Gross earnings do not include premiums, allowances, or vacation pay.

17.02 In the calendar year in which the employee is hired, the employee shall be provided one calendar day of vacation for each complete calendar month of employment. Where more than one day is earned, the days off shall be consecutive.

The vacation pay shall be 4% of earnings.

17.03

If an employee has worked one (1) complete calendar year, or more, but less than three (3) complete calendar years, the employee shall have two (2) weeks of vacation as time off.

Vacation pay shall be 4%

If an employee has worked three (3) complete calendar years, or more, but less than eight (8) complete calendar years, the employee shall have three (3) weeks of vacation as time off.

Vacation pay shall be 6%

If an employee has worked eight (8) complete calendar years, or more, but less than fifteen (15) complete calendar years, the employee shall have four (4) weeks of vacation as time off.

Vacation pay shall be 8%

If an employee has worked fifteen (15) complete calendar years, or more, but less than twenty-five (25) complete calendar years, the employee shall have five (5) weeks of vacation as time off.

Vacation pay shall be 10%

If an employee has worked twenty-five (25) complete calendar years, or more, the employee shall have six (6) weeks of vacation as time off.

Vacation pay shall be 12%

If an employee has worked thirty (30) complete calendar years, or more, the employee shall have seven (7) weeks of vacation as time off.

Vacation pay shall be 14%

17.04 Vacation is credited to an employee as of January 1st of the year following the year in which it is earned. It must be then used during the period of January 5 of that year to the following December 20.

Notwithstanding the foregoing, an employee may make a written request to "carry over" one week of vacation into the following calendar year.

One week of vacation is seven (7) consecutive calendar days.

Weeks of vacation may be taken at any time that is mutually agreeable between an employee and the employee's supervisor, but if the employee has not taken or scheduled vacation by September 1, the Employer reserves the right to schedule the time off.

An employee cannot waive vacation and take vacation pay.

Employees with three (3) weeks of vacation, or more, may take one (1) week of vacation as individual days of vacation. The number of days that would equal a week of vacation shall be based on the number of days the employee would normally be scheduled to work, on average, in a week.

17.05 Vacation pay will be paid as a proportion of the vacation time taken. For example, if an employee has two (2) weeks of vacation, and takes one (1) week, or one half (1/2) of their time off, the employee will be paid one half (1/2) of their vacation pay.

The same calculation would apply if an employee takes a week of vacation as individual days.

17.06 Vacation pay will be paid, to the extent that it is possible and practical, on the pay day or pay days on which earnings are reduced because the employee has been absent on vacation. The intent is to maintain earnings.

17.07 Vacation Requests

The Employer will post a vacation request form during the month of March. Employees who wish vacation at a specific time during the current year will request that time on the vacation request form. The Employer will consider the requests, and where all requests cannot be granted, seniority, within classification, will be determining factor. The Employer will then post, by April 15, a list of vacation time off.

Vacation will be granted as posted provided that the parties recognize that if an employee changes classifications, or transfers between work areas, or moves from full-time to part-time, or vice versa, then operational considerations may mean the vacation can then not be granted.

Vacation may be requested at any other time, and will be considered on a "first requested, first considered" basis.

17.08 When an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credit.

The Employer will agree to a Letter of Understanding providing that during the life of this Collective Agreement, the Employer and the Union would enter into good faith discussions with a view to modifying vacation pay calculations and entitlement so that it would be based on the

employee's individual anniversary date of hire. Presuming agreement, and appropriate ratification, such agreement would be implemented, and would then supersede the relevant provisions of this Agreement.

ARTICLE 18 - HEALTH & WELFARE

18.01 Full time employees who have completed their probationary period are eligible to participate in the following premium based benefit plans, subject to the terms and conditions of the Employer's contract with the insurance carrier providing the benefit plans.

18.02 The Employer shall:

- a) Contract with an insurance carrier to provide the benefits, and
- b) Provide eligible employees the opportunity to enroll in those benefits in which the employee chooses to enroll, and
- c) Pay the appropriate premiums in a timely manner.

Any other issue, including any issue or dispute as to the provision of a benefit or payment, is a matter between the employee and the carrier provided that if an issue or dispute arose, the Employer will supply to the employee such information as might be in the Employer's possession, and which would be relevant to the issue or dispute.

18.03 The Employer will pay its share of the premium for any plan in which the employee is enrolled for each calendar month provided the employee is employed for that month, and:

- (a) The employee works at least one (1) shift in the month, or
- (b) Is absent on a leave such that by legislation the employer must pay its share, and subject to the employee meeting her obligation, if any, under the legislation, or
- (c) Is absent on a paid leave, which for the purpose of this sub article includes a vacation, or
- (d) Is absent due to a personal illness or injury which prevents the employee from attending work, and for which the employee is receiving paid sick leave, or Employment Insurance sick leave benefits, or Weekly Indemnity Benefits.

all of which are subject to the employee paying her portion, if any, of the premium.

18.04 The employee must pay her share, if any, of the premium by payroll deduction, or, if the employee has no earnings, by such other arrangements as are acceptable to the Employer.

18.05 The premium based benefits, and the premium sharing for the individual benefits are:

- a) Life Insurance in the basic amount of \$25,000, with a \$25,000 Accidental Death or Dismemberment rider, and with such restrictions on benefits as the carrier would normally and customarily provide.

The Employer will pay 100% of the premium.

- b) Extended Health Care plan, and such restrictions on benefits as the carrier would normally and customarily provide; a generic

drug benefit card, providing 85% co-insurance, (85% payment by the carrier, with the balance paid by the employee) reimbursement for drugs which by law must be prescribed, a \$10.00 per prescription dispensing fee cap; vision care coverage shall be \$275.00 of benefit per twenty-four (24) month period which shall include the cost of an eye examination; Hearing Aids to a maximum of \$500 benefit every five (5) years; Paramedical coverage (for any paramedical licensed to practice in Ontario) subject to a 75% co-insurance, and a maximum total benefit, for any and all paramedical benefits, of \$500.00 per year; and with dependent child coverage to age 21.

The Employer will pay 100% of the premium.

- c) Dental benefit, equivalent to a basic plan, but providing endodontics and periodontics, with a nine (9) month recall, subject to a 85% co-insurance, and such restrictions on benefits as the carrier would normally and customarily provide.

The Employer will pay 100% of the premium.

- d) Weekly Indemnity Benefit, providing a payment of sixty percent (60%) of earnings for an employee prevented from attending work because of personal illness or injury, beginning after seventeen (17) weeks of absence, and continuing for a maximum of nine (9) weeks.

The Employer will pay 100% of the premium.

18.06 If an employee is participating in the foregoing benefit plans, and is age 65, or older, but less than 70 years of age, then the life insurance benefit, including the accidental death and dismemberment benefit, is reduced to half the specified benefit, and the weekly indemnity benefit is not available. If the employee continues to participate, and achieves the age of 70 years, then the employee is no longer eligible to participate in the benefit plans.

18.07 Part time employees, who have completed their probationary period of employment, and full time employees who cannot participate in the premium based plans solely by reason of age, are paid money in lieu of benefits, which for this purpose includes the foregoing premium based benefits and sick leave.

Effective January 1, 2020, the in lieu payment provided for in Article 18.07 shall be three and one-half percent (3.5%), effective January 1, 2021 four percent (4.0%), and effective December 1, 2021, four and twenty-five percent (4.25%) of the employee's regular rate of pay for each hour

worked.

18.08 Employees, and the Union, will be provided with benefit booklets setting out the details of the benefit plans. The booklets will be provided not later than ninety (90) days following the date the benefit plans are established.

18.09 If an employee has been absent such that the Employer no longer has an obligation to contribute any portion of the premium, the employee may continue to participate in the Plans for an additional one-hundred and eighty (180) days, subject to any conditions of the carrier, and provided the employee pays the cost of the premium, on a monthly basis, in advance. If the employee fails to make the payment, in advance, coverage automatically ends.

Notwithstanding the foregoing, if an employee is absent because of a disability, and it is reasonable to presume that the individual would be eligible for the disability waiver of life insurance premium benefit, the Employer will continue to pay the premium for the life insurance until such time as the employee is eligible to make application for the waiver.

18.10 Change of Carriers

The Health Centre is free to change insurance carriers as it considers appropriate. Any new carrier must provide benefits which are substantially similar to the existing benefit plan.

18.11 Retirement Benefit

The Nursing Homes & Related Industries Pension Plan

1. 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

All other payments, premiums, allowances etc. are excluded.

"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 four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) 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 the 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 PB, 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 a 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 Employers' 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 items required for each Eligible Employee by .05 above 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 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, and 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

ARTICLE 19 - MISCELLANEOUS

19.01 Changed or New Classification

When the duties in any classification are materially changed or when a classification within the bargaining unit not covered by Schedule A is established during the term of the Collective Agreement, the Employer will submit to the Union seven (7) days prior to the establishment of the new or changed classification, a copy of the job description and its proposed rate of pay. If the Union disagrees with the proposed rate of pay, the rate of pay shall be subject to negotiations between the Employer and the Union. If agreement cannot be reached on the rate of pay such disputes shall be subject to the grievance procedure and arbitration.

19.02 Pay Period and Pay Dates

Employees are paid on a bi-weekly basis. Employees will be paid by direct deposit.

If the Employer makes an error in the calculation of an employee's pay, and the error results in the employee being underpaid by more than one (1) day's pay, the Employer will provide a supplementary payment equal to the amount which was underpaid within three (3) business days following the date on which the error was brought to the Employer's attention.

If the error arises because of the employee's action, or if the error arises because of the Employer's action, and the Employer's action has resulted in an underpayment of one (1) day's pay or less, the error will be corrected on the following pay.

19.03 Uniform Allowance

Employees who are required to wear a uniform at work shall be paid an allowance of 0.08¢ per hour worked.

This payment will be accrued, and an individual employee's accrual will be paid to them, presuming employment continues, as of the second pay of January of each year.

In addition, employees working in a classification within the maintenance department, or as a cook, or as a dietary aide, will be paid a safety shoe

allowance of 0.02¢ per hour worked. This allowance will be accrued and paid on the same basis as the uniform allowance.

19.04 Employment Information

Each employee must advise the Employer of their current address and telephone number.

19.05 Union Bulletin Board

A bulletin board or space on an existing bulletin board will be provided to the Union for the purpose of posting Union notices.

19.06 Pay Equity

The Pay Equity Plan is attached.

19.07 The Union and the Health Centre shall each pay an equal share of the printing of the Collective Agreement. The printer and the number of copies to be printed shall be mutually agreed upon.

19.08 Attendance at Mandatory In-Service

Employees required to attend mandatory in-services, outside of the employee's normal hours of work, shall be paid their normal straight hourly rate, notwithstanding any provision of this agreement concerning overtime, for hours actually spent in attendance with a minimum payment of one (1) hour.

ARTICLE 20 – WAGES

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

The number of hours to be paid for one year of grid progression equals 1800 hours paid.

20.02 Notwithstanding that wage grid progression is based on hours paid, the Employer may give registered nurses or registered practical nurses additional credit for wage grid progression, and if the registered nurse or registered practical nurse is placed on the grid at a step other than the start rate, then for future progression, the registered nurse or registered practical nurse shall be considered to have been paid the hours necessary for the grid progression.

20.03 The Employer shall endeavour to pay retroactivity within thirty (30) days of

SCHEDULE 'A'

Position	Grid	31-Dec-18	1-Jan-19 1.00%	1-Jan-20 1.00%	1-Jan-21 1.00%
Registered Nurse	Start	\$29.28	\$29.58	\$29.87	\$30.17
	1800 hrs	\$30.74	\$31.05	\$31.36	\$31.67
	3600 hrs	\$32.21	\$32.53	\$32.86	\$33.19
	5400 hrs	\$33.68	\$34.02	\$34.36	\$34.70
	7200 hrs	\$35.14	\$35.49	\$35.85	\$36.21
	9000 hrs	\$36.61	\$36.98	\$37.35	\$37.72
	10800 hrs	\$38.08	\$38.46	\$38.85	\$39.23
	12600 hrs	\$39.54	\$39.93	\$40.33	\$40.74
	14400 hrs	\$41.00	\$41.41	\$41.82	\$42.24
MDS RAI Coordinator	Start	\$26.45	\$26.72	\$26.98	\$27.25
	Post Prob.	\$26.88	\$27.15	\$27.42	\$27.70
	1800 hrs	\$27.20	\$27.47	\$27.75	\$28.03
	3600 hrs	\$27.58	\$27.86	\$28.14	\$28.42
	5400 hrs	\$27.97	\$28.25	\$28.54	\$28.82
RPN	Start	\$24.22	\$24.46	\$24.71	\$24.95
	Post Prob.	\$24.59	\$24.84	\$25.08	\$25.34
	1800 hrs	\$24.98	\$25.23	\$25.48	\$25.74
	3600 hrs	\$25.34	\$25.59	\$25.85	\$26.11
	5400 hrs	\$25.74	\$26.00	\$26.26	\$26.52
HCA/ PSW / Certified Activity Aide	Start	\$19.01	\$19.20	\$19.39	\$19.58
	Post Prob.	\$19.29	\$19.49	\$19.68	\$19.88
	1800 hrs	\$19.58	\$19.77	\$19.97	\$20.17
	3600 hrs	\$19.89	\$20.08	\$20.29	\$20.49
	5400 hrs	\$20.18	\$20.38	\$20.59	\$20.79
Restorative Care Aide	Start	\$20.27	\$20.47	\$20.67	\$20.88
	Post Prob.	\$20.59	\$20.80	\$21.01	\$21.22
	1800 hrs	\$20.89	\$21.10	\$21.31	\$21.52
	3600 hrs	\$21.22	\$21.43	\$21.64	\$21.86
	5400 hrs	\$21.53	\$21.75	\$21.97	\$22.19

Nurse Aide/Activity Aide	Start	\$18.57	\$18.76	\$18.95	\$19.14
	Post Prob.	\$18.86	\$19.05	\$19.24	\$19.43
	1800 hrs	\$19.15	\$19.34	\$19.53	\$19.73
	3600 hrs	\$19.45	\$19.65	\$19.84	\$20.04
	5400 hrs	\$19.74	\$19.94	\$20.13	\$20.34
Unit Clerk	Start	\$17.92	\$18.10	\$18.28	\$18.46
	Post Prob.	\$18.19	\$18.38	\$18.56	\$18.75
	1800 hrs	\$18.47	\$18.65	\$18.84	\$19.03
	3600 hrs	\$18.75	\$18.94	\$19.13	\$19.32
	5400 hrs	\$19.04	\$19.23	\$19.42	\$19.62
Housekeeping /	Start	\$17.33	\$17.50	\$17.68	\$17.86
Laundry/	Post Prob.	\$17.60	\$17.78	\$17.95	\$18.13
Dietary/	1800 hrs	\$17.86	\$18.04	\$18.22	\$18.40
Janitorial Aide	3600 hrs	\$18.15	\$18.33	\$18.51	\$18.70
	5400 hrs	\$18.41	\$18.59	\$18.78	\$18.97
Cook	Start	\$19.20	\$19.39	\$19.58	\$19.78
	Post Prob.	\$19.49	\$19.68	\$19.88	\$20.08
	1800 hrs	\$19.77	\$19.97	\$20.17	\$20.37
	3600 hrs	\$20.08	\$20.29	\$20.49	\$20.69
	5400 hrs	\$20.38	\$20.59	\$20.79	\$21.00
Certified Cook	Start	\$20.13	\$20.33	\$20.53	\$20.74
	Post Prob.	\$20.43	\$20.63	\$20.84	\$21.05
	1800 hrs	\$20.76	\$20.96	\$21.17	\$21.39
	3600 hrs	\$21.06	\$21.27	\$21.48	\$21.69
	5400 hrs	\$21.39	\$21.60	\$21.82	\$22.04
Maintenance Assistant	Start	\$18.68	\$18.86	\$19.05	\$19.24
	Post Prob.	\$18.95	\$19.14	\$19.33	\$19.53
	1800 hrs	\$19.25	\$19.44	\$19.64	\$19.84
	3600 hrs	\$19.54	\$19.74	\$19.93	\$20.13
	5400 hrs	\$19.83	\$20.03	\$20.23	\$20.43
Receptionist	Start	\$14.34	\$14.48	\$14.63	\$14.77
	Post Prob.	\$14.34	\$14.48	\$14.63	\$14.77

	1800 hrs	\$14.34	\$14.48	\$14.63	\$14.77
	3600 hrs	\$14.34	\$14.48	\$14.63	\$14.77
	5400 hrs	\$14.34	\$14.48	\$14.63	\$14.77
Students	Start	\$14.00	\$14.14	\$14.28	\$14.42
	Post Prob.	\$14.00	\$14.14	\$14.28	\$14.42
	1800 hrs	\$14.00	\$14.14	\$14.28	\$14.42
	3600 hrs	\$14.00	\$14.14	\$14.28	\$14.42
	5400 hrs	\$14.00	\$14.14	\$14.28	\$14.42

All References to Hours for Wage Grid Progression purposes are references to paid hours.

IN-CHARGE PREMIUM

On any shift on which a manager is not on duty, the Employer will designate the senior qualified registered nurse on duty as "In-charge" of the Health Centre, and will assign that employee the associated duties.

The Employer will pay the employee in charge a premium of \$0.75 per hour worked.

If there is no qualified registered nurse on duty, the Employer will assign the senior qualified registered practical nurse in charge, and pay that person the premium.

:kd/cope 491
March 17, 2021

SIGNING PAGE IN RESPECT OF LETTERS OF UNDERSTANDING / PAY EQUITY PLAN

Letter of Understanding re Prepaid Leave Plan

Letter of Understanding re Parking

Letter of Understanding re Part-time Employees Temporarily Filling a Full-time Position

Letter of Understanding re Health and Welfare Benefits

ALL OF WHICH IS AGREED THIS 31 DAY OF March, 2021.

FOR THE UNION

FOR THE EMPLOYER

[Signature]
Anna Decker
Carol Baptiste
[Signature]

[Signature]
Annunzio Bello

:kd/cope491
March 17, 2021

LETTER OF AGREEMENT

BETWEEN

VILLA MARCONI
(Hereinafter called the Health Centre)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 4793
(Hereinafter called the Union)

Re: Prepaid Leave Plan

The Health Centre agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a)** The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b)** The employee must make written application to the Health Centre at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c)** The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Health Centre.
- (d)** Where there are more applications than spaces allotted, seniority shall govern.
- (e)** During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f)** The manner in which the deferred salary is held shall be at the discretion of the Health Centre.
- (g)** All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment

schedule as may be agreed upon between the Health Centre and the employee.

- (h)** All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i)** An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Health Centre. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j)** If the employee terminates employment, the deferred salary held by the Health Centre plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k)** The Health Centre will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Health Centre is unable to find a suitable replacement, it may postpone the leave. The Health Centre will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l)** The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m)** Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Health Centre in order to authorize the Health Centre to make the appropriate deductions from the employee's pay. Such agreement will include:

 - (i)** A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii)** The period of salary deferral and the period for which the leave is requested.
 - (iii)** The manner in which the deferred salary is to be held.

The letter of application from the employee to the Health Centre to enter the prepaid leave program will be appended to and form part of the written agreement.

LETTER OF AGREEMENT

BETWEEN

VILLA MARCONI
(Hereinafter called the Health Centre)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 4793
(Hereinafter called the Union)

Re: Parking

The Employer will not charge employees to park on the Employer's premises during the life of this Collective Agreement.

This letter ceases to have meaning and application with the expiry of the Collective Agreement save and unless it is specifically renewed.

LETTER OF AGREEMENT

BETWEEN

**VILLA MARCONI
(Hereinafter called the Health Centre)**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL4793
(Hereinafter called the Union)**

Re: Part-time Employees Temporarily Filling a Full-time Position

A part-time employee who is temporarily filling a full-time position, and accordingly being regularly scheduled to work 75 hours in a bi-weekly pay period, will, after three (3) months, become eligible to be treated as a full-time employee for the purposes of the Collective Agreement.

Prior to the expiry of the three (3) months, the individual will continue to be paid money in lieu of benefits.

Once the individual becomes eligible to be treated as a full-time employee, the payment of money in lieu ceases.

LETTER OF AGREEMENT

BETWEEN

VILLA MARCONI
(Hereinafter called the Health Centre)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 4793
(Hereinafter called the Union)

Re: Health and Welfare Benefits

This confirms our discussions during negotiations.

The health and welfare benefits set out in Article 18 are normally only available to full-time employees, or part-time employees who are temporarily assigned to full-time employment, in accordance with the specific provisions of the Collective Agreement.

Notwithstanding, and prior to the certification of the Union, the following part-time employee Freddie Valerio was participating in those benefits.

His participation was conditional upon a number of factors. They are:

Participating is subject to the agreement of the insurance carrier, noting:

- They have provided this coverage for an extended period.
- The employee must pay 100% of the premium.
- If the employees fail to pay the premium, or discontinue some or all of the coverage they are no longer eligible to participate as a part-time employee.
- Coverage ends if employment ends.
- Article 18 applies, with the appropriate recognition of their part-time status, and in particular, sub-article 18.06, and sub-article 18.09, apply.

I provide this information for your records.

PAY EQUITY PLAN

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4793**

And

VILLA MARCONI HEALTH CENTRE

PROXY EMPLOYERS AND ESTABLISHMENTS:	Unionized Municipal Homes for the Aged across Ontario.
PROXY COMPARISON:	As required by the proxy comparison method, the key female job class of Health Care Aide was used to select identical female job classes in the proxy employer's establishment. A comparison was then made.
THE PAY EQUITY PLAN:	All job classes represented in Schedule "A" of this Collective Agreement.
FEMALE JOB CLASSES REQUIRING PAY ADJUSTMENTS BASED ON PROXY VALUE COMPARISONS:	The parties have agreed that all female job classes in the bargaining units are outlined in the attached Schedule "A" (the wage schedule from the Collective Agreement.)
EXCLUSIONS:	There are currently no exclusions under the exclusion Provisions of the <i>Pay Equity Act</i> .
AGREEMENT WITH AND BY THE UNION:	This Pay Equity Plan has been negotiated between Canadian Union of Public Employees, Local 4793 and Villa Marconi. The Pay Equity Plan applies to the bargaining units represented by the Union.
PAY ADJUSTMENTS REQUIRED:	All of the adjustments required to achieve pay equity are detailed in Schedule "A".
JOB CLASS USED AS BASIS OF COMPARISON:	Health Care Aide
KEY FEMALE JOB CLASSES:	Health Care Aide
GENDER-NEUTRAL COMPARISON SYSTEM USED FOR EVALUATION OF JOB CLASSES AND RESULTS OF COMPARISONS:	The Union and Employer jointly evaluated the classifications and reached an agreement
DETERMINATION OF ADJUSTMENTS:	The parties agreed that schedule "A" and the final adjustment of .15 per hour achieves pay equity

WORKLOAD REVIEW FORM FOR REGISTERED NURSING STAFF

REGISTERED NURSE TO COMPLETE EVERY SECTION

Date/time of Occurrence: _ _ _ _ _

Date Form Submitted to Employer: _____

Site/Location: _ _ _ _ _

Type of Work Being Performed:

Number of Staff on Duty: _____

Usual Number of Staff on Duty: _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality resident care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below.)

To correct this problem, I/we recommend:

Name/Title of Immediate Supervisor Notified:

Date/time of Notification:

Response:

Signatures/Printed Names:

Employee's Signature

Name (Please Print)

Employee's Signature

Name (Please Print)

Employee's Signature

Name (Please Print)

I/we do not agree with the resolution of my/our concern.

Employee's Signature

Name (Please Print)

Employer's Copy

Employee's Copy