



**COLLECTIVE AGREEMENT**

**between**

**GARDEN TERRACE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 5068 AND 5068-1**

**JANUARY 1, 2020 to DECEMBER 31, 2022**

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## **PREAMBLE**

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 and employment.
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. Both parties agree to act in a fair and reasonable manner.
6. The Union recognizes the employer's responsibility to its regulating bodies and to the residents of the home and therefore agrees to endeavor, to obtain the full cooperation of its membership in maintaining the established standards of care.

**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:**

## **ARTICLE 1 - RECOGNITION**

- 1.01** a) The Employer recognizes the Canadian Union of Public Employees and it's Local 5068, as the bargaining agent for all employees employed by OMNI Health Care Limited Partnership operating as Garden Terrace in the city of Kanata, Ontario, save and except Registered Nurses, Registered Practical Nurses, Supervisors and persons above the rank of Supervisor.
- b) The Employer recognizes the Canadian Union of Public Employees and it's Local 5068-01 as the bargaining agent for all Registered Practical Nurses employed by OMNI Health Care Limited Partnership operating as Garden Terrace in the City of Kanata, Ontario, save and except Supervisors and persons above the rank of Supervisor.
- 1.02** No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives, which may conflict with the terms of this Collective Agreement.

### **DEFINITIONS:**

- 1.03** Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

- 1.04** Where the singular is used, it may be deemed to mean the plural within the appropriate context.
- 1.05** The term “spouse” as used in this agreement shall mean a person to whom an employee is married or common law spouse, as recorded with the Employer and as defined in the “*Family Law Act*”, including a person of the same or opposite sex.
- 1.06**
- a) Full-time employees are defined to be those persons who are regularly scheduled to work sixty (60) or more paid hours bi-weekly, who have completed the probationary period described in Article 11.02.
  - b) Part-time employees are defined to be those employees who are regularly scheduled to work less than sixty (60) paid hours bi-weekly, who have completed the probationary period described in Article 11.02
  - c) A casual part-time employee shall be one who is on call with no guarantee of scheduled hours.
- 1.07** Employees shall be known as probationary employees until they have completed the probationary period described in Article 11.02.
- 1.08**
- a) Where the term “working days” is used it shall be understood not to include Saturdays, Sundays or the paid holidays designated in this Agreement.
  - b) Where the term “calendar days” or “days” is used, it shall be understood to include Saturdays, Sundays and the paid holidays designated in this agreement.
- 1.09** **No Contracting Out**
- The Nursing Home shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a lay-off of any employees other than casual part-time employees results from such contracting-out. Contracting-out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this Agreement.
- 1.10** **Work of the Bargaining Unit**
- Persons excluded from the bargaining unit shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.
- 1.11** **Full-Time/Part-Time Ratio**
- So long as a full-time position exists there will be no splitting of that position into two or more part-time positions unless care/service assessments indicate it would be in the best interest of the home to do so, in which case the Employer will meet with the Union to discuss alternatives before a final decision is made.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01** The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- a) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Nursing Home.
  - b) To maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Local Union. The Employer agrees to consider any representation made by the Union concerning any change in rules or introduction of new rules. Such rules and regulations shall not be inconsistent with the collective agreement. The Employer will discuss new rules and regulations with the Union prior to implementation.
  - c) To hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion or demotion, may be the subject of a grievance and dealt with as hereinafter provided. The discharge or discipline of a probationary employee shall be at the sole discretion of the Employer and must be supported on a rational basis.
  - d) To have the right to plan direct and control the work of the employees and the operations of the nursing Home. This includes the right to determine quality and standards, introduce new and improved methods, facilities and equipment to control the amount of supervision necessary, combining or splitting up of departments, establish work schedules and work assignments, to determine the qualifications required to perform any particular job. The number of shifts, starting and quitting times, when overtime shall be worked, job content, the increase or reduction of personnel in any particular area or on the whole. The Employer agrees to consult with the Union when evaluating and determining job qualifications and content and before making changes to work schedules and work assignments.

## **ARTICLE 3 – NO STRIKES/NO LOCK-OUTS**

- 3.01** The parties agree that the procedures established in this agreement provide for the settling of disputes and handling of grievances in a manner which is respectful of the interests of the Union, the Employer and the residents in their home. Accordingly, the Union agrees that during the lifetime of this Agreement, there will not be a strike, slowdown, either complete or partial and the Employer agrees that

there will be no lock out, in accordance with Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act, HLDAA) and Regulations. The meaning of the words “strike” and “lockout” shall be as defined in the *Ontario Labour Relations Act*, as amended.

## **ARTICLE 4 – HARASSMENT**

### **4.01 No Discrimination**

Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by the virtue of their membership or non-membership in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this Agreement.

The Employer and the Union further agree that all Employees will be protected against discrimination respecting their human and employment rights in all matters prohibited under the Ontario Human Rights Code.

The parties acknowledge and agree to adhere to the *Ontario Human Rights Code*, the *Employment Standards Act* as amended from time to time, the *Ontario Labour Relations Act* as amended from time to time, and the *Occupational Health and Safety Act* as amended from time to time.

### **4.02 Harassment**

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment shall include within its meaning bullying, sexual and psychological harassment.

Everyone has the right to freedom from harassment in the workplace by any person based on any grounds prohibited by the *Ontario Human Rights Code*, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

An employee who believes that they have been harassed, shall be encouraged to follow the Employer’s policy on harassment and process but may also follow the process set out in the grievance procedure. The parties may mutually agree to hold such grievances in abeyance.

## **ARTICLE 5 – UNION SECURITY AND CHECK OFF**

- 5.01**
- a) Union dues shall commence upon hire. The Employer shall deduct from every employee any dues, initiation fees or assessment levied by the Union on its members.
  - b) 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 15<sup>th</sup> day of the month following, accompanied by a list of the names of all employees from whose wages deductions have been made. This list will also include the names of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.  
  
The Employer agrees to provide the union with an up to date list of names, addresses and classification of all bargaining unit employees in January and July of each year.
  - c) The Union and its members agree to indemnify and save the Employer harmless for any and all claims which may be made against the Employer by an employee or employees arising out of any amount deducted from their pay as provided for in the Article.
  - d) The Employer will add Union dues deductions to the employees' T4 slip at the end of each year for the purpose of tax deduction.

- 5.02**
- It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home. Whenever possible, such interviews may be permitted during the employee's orientation.

The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

## **ARTICLE 6 - CORRESPONDENCE**

### **Correspondence**

- 6.01**
- All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Labour Relations of the Employer of his/her designate.

## **ARTICLE 7 – UNION MANAGEMENT RELATIONS**

- 7.01**
- a) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee consisting of four (4) stewards, one (1) of whom shall be the Chief Steward.
  - b) The Union committee shall consist of three (3) representatives of the general bargaining unit and one (1) representative of the Registered Nurses.
  - c) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
  - d) The parties agree that the Union Committee will serve as the Union Grievance Committee and the Labour Management Committee. The Employer and the Committee agree to work together to address any matter which properly arises during the term of this agreement.
  - e) The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without first obtaining the permission of their immediate supervisor, (for which permission will not be unreasonably withheld). Stewards shall advise the supervisor of their destination and report again to the supervisor at the time of their return to work. Time away from her job for the purpose of handling existing grievances will be interpreted as time worked provided such handling is done in the home and in keeping with the provision of this Article.
  - f) The name of each of the Stewards shall be provided by the Union to the Employer, in writing.
  - g) When the Employer knows that an employee may be subject to disciplinary action, which is to be recorded in the employee's personnel file, the employee shall have the right to the presence of a Union Steward. The Union Steward undertakes to be reasonably available for such meeting. In extraordinary circumstances when a Union Steward is unavailable, the Union shall provide an alternate representative.

**7.02 Labour-Management Committee**

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

- a) An equal number of representatives of each party shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance. Workload is an appropriate topic for discussion.

- b) Committee meeting minutes will be signed by both parties and posted.
- c) Designated committee members attendance at Labour Management Meetings shall be without loss of wages for time lost from regularly scheduled hours.

### **7.03 Health and Safety**

The parties agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.

**7.04** The parties will comply with the provisions of the *Occupational Health and Safety Act*.

**7.05** The injured employee will be provided with a copy of each WSIB Form 7. Copies of accident reports will be accessible to and reviewed by the Occupational Health and Safety Committee.

**7.06** An employee who is injured during working hours and is required to leave for treatment of such injury shall receive payment for the remainder of their shift at their hourly rate of pay unless the doctor states that the employee is fit for further work on that shift. The employer shall provide transportation to and from the place of treatment or hospital.

**7.07** The company will pay to certify a Health and Safety Representative (chosen by the Union) to perform duties as required by the *Occupational Health and Safety Act*.

**7.08** The role of the Union Certified Representative shall include the following:

- a) Membership on the local Health and Safety Committee
- b) Provide input and co-operate with the Administrator in the resolution of Health and Safety issues
- c) Provide input on local Health and Safety training programs

**7.09** An alternate may be appointed to replace the Union Certified Representative when such person is absent. The Administrator will be notified of the name of the alternate immediately prior to the commencement of the absence.

**7.10** The Company and the Union understand and agree that local Health and Safety Committees play a key role in dealing with Health and Safety issues. The Committee shall function in accordance with the *Occupational Health and Safety Act*. The responsibility of the Committee shall include:

- Workplace safety tours
- Review of public health reports
- Fatality inspections

- Review of environmental test results
- Consultation of Health and Safety Training Program
- Review of injury summaries
- Participation in special studies relating to Health and Safety

- 7.11** The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices. It shall be the duty of each employee to identify health and safety hazards and to perform such tasks as may be assigned to correct same.
- 7.12** The Occupational Health and Safety Committee may make recommendations on the need for protective clothing and equipment (i.e., gloves, gowns, masks, goggles, lifts'). Where the homes' policy requires the wearing or use of such protective clothing and equipment it will be provided by the Employer and employees are obligated to comply.
- 7.13** For the protection of residents and staff in the event of an infectious outbreak in the Home or the community, employees will immediately provide the Employer with written notice of all other places of their employment.
- 7.14** The Employer and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will promote health and safety in the workplace, through annual training, education, and the development of appropriate resources.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **Definition**

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

### **8.01 Complaint Stage**

The employee shall first discuss the dispute verbally with his/her immediate Supervisor or his/her designate, within ten (10) working days from the time of the occurrence of the event complained of, with a steward, in order to amicably settle the matter. The Supervisor or his/her designate, shall provide a verbal response within five (5) working days of such discussion.

### **8.02 Step 1**

If the matter is not settled at the complaint stage, including the failure of the Supervisor or designate to provide a response within the time allotted, the Union

may file a written grievance to the Administrator within five (5) working days after the complaint stage. The Administrator shall convene a meeting with the grievor and his or her Union Steward at a time to be fixed by both parties. Such discussion shall be held within ten (10) working days or another mutually agreeable time. The Administrator or her designate shall give her written response within seven (7) working days after the meeting.

### **8.03 Step 2**

If the matter is not settled at Step 1, including the failure of the Administrator or designate to provide a response within the time allotted, the Union will file the written grievance to the Administrator within five (5) working days. The Administrator shall convene a meeting with the grievor and his or her Union Steward, the CUPE National Representative and the Employer's Human Resources Director or designate at a time to be fixed by both parties. Such meeting shall be held within ten (10) working days or another mutually agreeable time. The Human Resources Director or designate shall give her written response within seven (7) working days after the meeting.

### **8.04 Failure to settle at Step 2**

In the event that the grievance is not settled at Step 2, either party may refer the matter to arbitration in accordance with Article 9 - Arbitration.

### **8.05 Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, identifying each employee who is grieving, to the Administrator or designate in accordance with Step 1 of the grievance procedure. Where the Union requires additional time, the parties may agree to an extension of time limits in accordance with Article 8.08.

### **8.06 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be by-passed.

### **8.07 Discharge/Suspension Grievance**

An employee considered by the Union to be wrongfully discharged or suspended, shall have recourse to the grievance procedure commencing at Step 2 provided the grievance is filed within ten (10) working days of the suspension or discharge.

Such grievance may be resolved by the reinstatement of the employee to her former position without loss of seniority, wages or benefits, or in such other manner as the parties may agree or the Board of Arbitration may award.

## **8.08 Time Lines**

The time limits specified in the grievance procedure may be extended by mutual, written agreement between the Employer and the Union.

## **8.09 Grievance Mediation**

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

# **ARTICLE 9 – ARBITRATION**

**9.01** Failing a satisfactory settlement at Step 2 of the Grievance Procedure in Article 8, either party may refer the dispute to arbitration. The party initiating the arbitration shall notify the other party of its intention to proceed to arbitration within ten (10) working days of receiving a written reply referred to at Step 2 of the Grievance Procedure. The request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration.

**9.02** The recipient of notice shall, within ten (10) working days thereafter, designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) working days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) working days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of arbitration.

**9.03** The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties. If there is no majority decision, the decision of the Chairperson shall govern.

**9.04** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. Each of the parties shall be responsible for the fees and expenses of its own nominee. The Fees and expenses of the Chairperson shall be shared equally by the parties of this Agreement.

## **9.05 Sole Arbitrator**

By mutual agreement, the Parties may agree to the use of a sole Arbitrator and the wording in this Article shall be deemed amended, as necessary.

- 9.06** No grievance shall proceed to mediation or arbitration without first having been carried through all agreed steps and time lines of the grievance procedure, unless specifically agreed to in writing by the parties.

## **ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **10.01 Letters of Reprimand**

Letters of reprimand will be removed from an employee's personnel file if no other disciplinary action is taken against the employee for a period of eighteen (18) months from the date of the reprimand. In the case of incidents involving third party interface, example – residents and family, where the record will remain on file for twenty-four (24) months from the date of the reprimand provided no other disciplinary action is taken against the employee for such twenty-four (24) month period.

### **10.02 Suspension**

Records of suspension are to be removed from an employee's personnel file after twenty-four (24) months from the date of discipline, provided no other disciplinary action is taken against the employee within such twenty-four (24) month period. In the case of incidents involving third party, example – residents and family the record will remain on file for thirty-six (36) months from the date last formal third party related discipline on the file.

### **10.03 Suspension and Pending Investigation**

An employee who is suspended pending investigation into allegations which could lead to disciplinary actions shall be paid for all hours missed from work from the commencement of the suspension until such time as the Employer has had an opportunity to meet with the employee to discuss the outcome.

### **10.04 Viewing Files**

Having provided a written request to the Department Manager at least one (1) week in advance, an employee shall be entitled to view her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Department Manager or her designate, at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

## **ARTICLE 11 – SENIORITY**

- 11.01** Seniority for all employees shall accumulate according to hours worked – eighteen hundred (1800) hours being equivalent to one (1) year.

Effective April 22, 2014:

Full-time seniority is defined as the length of service with the Employer in the bargaining unit. Part-time seniority shall be based on hours paid. 1800 hours paid shall be equal to one year of seniority. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

**Note:** It is understood that this amendment to the seniority language above is on a go forward basis only and has no impact on the relative position of current employees with respect to their seniority ranking.

**11.02** A newly hired employee must successfully complete a probationary period of four hundred and fifty (450) hours. Upon completion of such probation, the employee's name shall be placed on the respective seniority list and credited with four hundred and fifty (450) hours.

By mutual agreement between the Union and the Employer, the probationary period may be extended up to an additional four hundred and fifty (450) hours for employees performing modified duties outside of their regular duties.

**11.03 Seniority Lists**

- a) The Employer shall post a copy of seniority lists by the end of January and July of each year and supply the Union Office with a copy. Seniority lists shall be by department and shall identify the employee's name, classification, date of hire, and hours of seniority.
- b) Employees shall have three (3) calendar weeks from the date of posting of the seniority list to notify the Employer of any errors in seniority calculations.
- c) If no errors are reported in such three (3) week period, the Seniority List shall be accepted as correct for all employees.
- d) An employee on Leave of Absence at the time of the posting of the seniority list shall have three (3) calendar weeks upon her return to advise the Employer of any errors in the calculation of her seniority.

**11.04 Effect of Absence**

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, seniority will accrue.
- b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended. In addition, the employee will become responsible for full payment of benefits, to include both the Employer

and employee portion of the benefits premium in which she is participating, provided the employee pays the total cost of the premium to the Employer by the first day of each month during the absence. The Employer will provide written notification to such employee that they must assume responsibility for full payment.

- c) An employee's failure to submit payment for benefits in accordance with the provisions of this Article shall result in the discontinuation of all benefits.
- d) **Benefits – WSIB**  
The Employer shall continue to pay premiums for benefit plans for employees who are receiving WSIB benefits for up to twelve (12) months following the date of injury if the employee continues her contribution towards said benefits.
- e) The Employer will notify the employee when her benefits cease.
- f) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.
- g) Notwithstanding e), seniority shall accrue:
  - i) For a period of up to twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB benefits.
  - ii) For a period of pregnancy and parental leave as provided for under Article 19 of this agreement.
  - iii) Or a period of up to seventeen (17) weeks if an employee's absence is due to leave while on weekly indemnity.

**11.05** In cases of promotions, demotions or permanent transfer of employees, the qualifications, experience, ability and seniority of the employees shall be considered in accordance with the provisions of Article 12 – Promotions and Staff Changes.

**11.06 Loss of Seniority**

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

- a) voluntarily resigns, retires or is discharged for just cause; or
- b) is absent from work without permission for more than two (2) consecutive shifts unless an explanation satisfactory to the Employer is given by the employee. It is understood that this provision does not preclude the requirement of an employee to notify the Employer of absence prior to her scheduled shift.

- c) is absent from work for more than twenty-four (24) months by reason of lay-off.
- d) is absent from work for more than twenty-four (24) months by reason of absence while on WSIB.
- e) fails to notify the Employer of his intention to return to work following a lay-off, within seven (7) calendar days after being notified to do so by registered mail.
- f) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement and her employment will deem to be terminated, unless otherwise agreed by the Union and the Employer.
- g) An employee, who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission, shall be considered to have terminated her employment without notice.

**11.07** It shall be the responsibility of each employee to keep the Employer informed of her current address and telephone number. Where the Employer is required to give notice in accordance with this collective agreement, the notice shall be given personally or by registered mail, mailed to the employee's last known address on record with the Employer. Such notice shall be deemed to be received on the third (3<sup>rd</sup>) day following the date of mailing.

## **ARTICLE 12 – PROMOTIONS AND STAFF CHANGES**

**12.01** In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of seven (7) calendar days, and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

The Employer agrees to provide the Union Chairperson with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting. The posting shall stipulate the duration of the posting, temporary or otherwise, department, hours of work and shift.

**12.02** Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as he sees fit.

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

**12.04** If no applications are received by 10:00 a.m. of the seventh (7<sup>th</sup>) day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

**12.05** All applications received will be considered within seven (7) calendar days of the end of the posting procedure. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy.

For the purposes of applying calculated seniority, the following will apply:

- i) Job Posting: Calculated to the closing date of the posting.
- ii) Any Other Circumstances: In accordance with the most recent posted seniority list.

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

For the purposes of job postings and filling vacancies, certified Health Care Aides shall be deemed to be Personal Support Workers.

- 12.06**
- a) The successful applicant shall be placed on trial in a new classification for a period of forty-five (45) working days. Such trial promotion or transfer shall become permanent after the trial period unless:
    - i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
    - ii) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.
  - b) In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.
  - c) It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.
  - d) An employee who is transferred to a position in the home, outside of the bargaining unit shall continue to accumulate seniority for a period of six months. If the employee returns to the bargaining unit within a period of six (6) months, she shall be returned to her former position and salary without loss of seniority and any other employee promoted or transferred as a result shall also be returned to her former position and salary without loss of seniority. This six (6) month period may be extended with the mutual agreement of the parties.

**12.07** The Employer will discuss with any unsuccessful applicant the manner in which the employee may improve his position and his work in order to be considered for any future vacancy.

**12.08 Temporary Vacancies**

A temporary vacancy is one in which an employee who regularly holds the position is expected to return to work.

- a) Temporary vacancies expected to last more than three (3) months shall be posted in accordance with the Job Posting Procedure. Where the Employer could not reasonably be aware of a vacancy lasting more than three (3) months, such vacancy shall be posted when the Employer becomes aware, or after three (3) months, whichever comes first.
- b) Temporary vacancies expected to last three (3) months or less need not be posted but shall be filled as the Employer may deem appropriate.
- c) Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s).

**12.09** Employees who have opted into a temporary vacancy may apply to additional temporary vacancy postings if those postings have greater scheduled hours.

Any employee, who has been selected to fill a temporary vacancy, is not eligible to apply for any other temporary vacancy, unless that temporary vacancy would not be available until the employee had completed their current temporary vacancy. This does not apply if the vacancy provides an opportunity for an increase in income (including an increase in hours) or would otherwise result in the Employer hiring externally for the position.

**12.10** During the summer vacation period, employees on staff prior to the commencement of the summer vacation period shall have the opportunity to fill available hours caused by vacation provided she advises her department manager in writing before the vacation schedules are prepared. An employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

**12.11 Permanent Transfers**

- a) When an employee is transferred to a higher rated classification within the bargaining unit, such employee shall be entitled to the rate of pay established for the position.
- b) If an employee is transferred to a lower rated classification in the bargaining unit due to a reduction in staff, inability to perform his work as required, at the employee's request, or any other reason as determined by the Employer

acting within the scope of Article 1, the employee will receive the corresponding rate for the classification to which he was transferred.

### 12.12 New Classification

When a new classification (which is covered by the terms of this agreement) is established by the Home, and is not covered by Schedule A, the rate of pay shall be agreed upon by the parties and added to this agreement. If an appropriate rate is not agreed following discussion between the parties, the matter may be referred to arbitration as provided for in this agreement.

## ARTICLE 13 – LAYOFFS AND RECALLS

### 13.01 Definition of Layoff

Layoffs under the provisions of this collective agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

### 13.02 Layoff

- a) The Employer shall give each employee in the Bargaining Unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of her lay-off in accordance with the *Employment Standards Act*.
- b) Provide affected employees with notice in accordance with the *Employment Standards Act*. The *Act* will be considered to provide the following additional notice:

IF HER SERVICE IS:	ADDITIONAL NOTICE:
Greater than nine (9) years	Nine (9) weeks' notice
Greater than ten (10) years	Ten (10) weeks' notice
Greater than eleven (11) years	Eleven (11) weeks' notice
Greater than twelve (12) years	Twelve (12) weeks' notice

### 13.03 Lay-Off Procedure

- a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees have the ability and qualifications to perform the available work.
- b) An employee who is subject to lay-off shall have the right to either:
  - i) Accept the lay-off; or

- ii) First bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification provided she has the ability and qualifications to perform the available work and can perform the duties of the lower or identical paying classification 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 in writing within seven (7) days of the date of the notice of layoff issued by the Employer, failing which the employee shall be deemed to accept the lay-off.
- iv) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
- v) Chain bumping will be allowed with the understanding that an employee subject to lay-off who chooses to bump, must bump the employee with less seniority who has scheduled hours equal or less than the employee laid, off, provided she has the ability and qualifications to perform the available work, and can perform the duties of the position without training other than orientation.
- vi) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
- vii) In the event that there are no employees within the laid off employee's classification with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 15% of the laid off employee's regularly scheduled bi-weekly hours within her classification, provided she has the ability and qualifications to perform the available work, and can perform the duties of the position without training other than orientation.
- viii) In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided she has the ability and qualifications to perform the available work, and can perform the duties of the position without training other than orientation.
- ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one (1) calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

### **13.03 Recall Procedure**

- 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 available work and can perform the duties of the position without training other than orientation.

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

- b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled. An employee choosing not to exercise this privilege shall forfeit this opportunity.
- c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found not qualified or unable to perform the work available without training other than orientation.
- d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within seven (7) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) calendar days after being deemed to have received the notice from the Employer.

The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

- e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed three (3) months. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- f) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.
- g) The job posting procedure as set out in the Collective Agreement will continue to apply.
- h) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

### **13.04 Severance pay will be in accordance with the provisions of the *Employment Standards Act*.**

## ARTICLE 14 – HOURS OF WORK

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

- a) Full time employees are defined as any employees who consistently work sixty (60) hours or more in a two (2) week period.
- b) The regular work shift for full-time employees shall be not more than seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period.
- c) The Employer agrees that there shall be no split shifts.
- d) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for hours worked at straight time.

### **14.02 Work Schedule**

- a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off will be considered for extenuating circumstances provided they are submitted to the Department Manager one (1) week in advance of posting.
- b) No employee who is required to rotate shifts shall be required to change from one (1) shift to another (e.g., from night shift to day shift) without at least twenty-four (24) hours between the end of one (1) shift and the beginning of the next, provided that the Employer may request employees to change shifts with less than twenty-four hours off if both parties agree. These provisions shall not apply when allowing employees, the opportunity for call-ins.
- c) No employee will be scheduled to work more than five (5) consecutive shifts unless by mutual agreement.
- d) A full-time employee will have two (2) out of four (4) weekends scheduled off. Part time employees will be scheduled no less than one (1) weekend off out of three (3).
- e) In the event employees, of their own accord, for their own personal convenience, wish to arrange to change days with appropriately qualified other employees, the Employer agrees to consider such requests provided:
  - i) That the employees have submitted a written request on the form provided and obtained the prior written approval of the Employer,
  - ii) That employees use this privilege only to accommodate extenuating personal circumstances,

- iii) That these alterations do not interfere with any other employee's assigned shifts,
- iv) That such arrangement does not reduce staff availability such that the Employer is unable to appropriately staff the home and
- v) That such alterations and amendments will not result in payment of premium pay to an employee

#### **14.03 Meal Periods**

- a) Meal periods will be taken as scheduled by the Employer.
- b) Meal periods will be uninterrupted except in cases of emergency.
- c) Employees who intend to leave the home during their meal period will advise their immediate supervisor of their intention and report back on their return.
- d) Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided.
- e) If an employee is required to work an extra continuous full shift as overtime, one (1) free meal will be supplied during such shift.

#### **14.04 Relief Periods**

Employees will be allowed fifteen (15) minutes relief in each half of the seven and one-half (7½) hour shift, without reduction in pay and without increasing the regular working hours. Relief periods will be taken as scheduled by the Employer.

**14.05** Part time employees will be available to work up to twenty-four (24) hours per week whether or not prescheduled.

#### **14.06 Call-In**

- a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- b) If the employee reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.
- c) Employees will submit their availability for call in, in writing to the supervisor or designate stating the shifts they will be available for at the time that the call-in list is updated, if nothing is submitted, the previous availability will remain in effect.
- d) It is agreed that an employee whose terms of hire and/or who commits to call-in will meet that commitment.

- e) The Employer shall call-in employees in the bargaining unit prior to non-bargaining unit personnel/agency, providing that the employee has the required skills, experience, ability and qualifications to fill the vacant shift.
- Employees must be contacted in order of seniority, beginning with the most senior full-time employee, who has not yet reached seventy-five (75) hours in that pay period.
- If there are no full-time employees available, the employer will then contact part-time employees in order of seniority who have not yet reached seventy-five (75) hours in that pay period.
- If after contacting all part-time and full-time employees with the required skills, experience, ability and qualifications there is still no one available, the shift may be offered at overtime beginning with full-time employees in order of seniority.
- If after all of the above have been attempted there is still no employee available to fill the vacant shift, then the shift will be offered to non-bargaining unit personnel/agency.
- f) Busy signals and answering machines are considered as not available unless the employee returns the call to the Home and accepts the shift before it is filled.
- g) An employee shall be required to provide the Employer with one (1) current telephone number to be used for the purposes of call-ins.

## **ARTICLE 15 – OVERTIME**

### **15.01 Overtime**

- a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a 24hr period or seventy-five (75) hours in a pay period, at the rate of time and one-half (1½) the employee's regular rate of pay.
- b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual agreement.
- c) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- d) i) Subject to ii), Employees who work on a scheduled day off, at the request of the Employer, will be paid overtime at the rate of time and one-half (1½ x) for all hours worked.
- ii) Employees who are scheduled to work less than seventy-five hours in a two (2) week period will not qualify for overtime on a scheduled day off as stipulated in i) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

**15.02** In no event shall there be any pyramiding of benefits or payments.

**15.03** Article 15.04 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after absence.

**15.04 Call Back**

When an employee is called back to work after leaving the Nursing Home premises upon completion of his shift, such employee will receive a minimum of four (4) hours pay at straight time rates, unless overtime hours are actually incurred. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

## **ARTICLE 16 – HOLIDAYS**

**16.01** a) The recognized holidays for this agreement shall be:

New Year's Day	Canada Day (July 1 <sup>st</sup> )	Civic Holiday
Family Day	Labour Day	Boxing Day
Good Friday	Thanksgiving Day	(1) Float Day
Victoria Day	Christmas Day	

b) The intent is that there shall be no more than eleven (11) paid holidays during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of the designated holidays in the Collective Agreement.

**16.02** In order to be entitled to a paid holiday an employee must have worked her scheduled day before and scheduled day after the holiday and the holiday if scheduled to work.

**16.03** Holiday pay will be paid in accordance with *the Employment Standards Act*. The current provisions in the *Employment Standards Act*, Section 24 (1)(a) reads as follows:

*"The total amount of regular wages earned, and vacation pay payable to the employee in the four work weeks before the workweek in which the public holiday occurred, divided by 20."*

**16.04** Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay if entitled under the provision of Article 16.02.

- 16.05** A shift that begins or ends during the twenty-four (24) hour period of the holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.
- 16.06** Where an employee is required to work on a paid holiday, she shall be paid at the rate of one and one-half times (1½ x) her regular hourly rate for a shift so worked, in addition to her paid holiday pay as set out herein above.
- 16.07** There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.
- 16.08** During Christmas and New Years', employees will be scheduled so that they will only be required to work:
- a) Christmas Day and Boxing Day OR
  - b) New Year's Eve Day and New Years' Day

Each year an employee's assignment to a) or b) will be alternated.

In order to accommodate the above, and if possible, to further improve the scheduling during this period, it is agreed that all other scheduling provisions during the period December 15<sup>th</sup> to January 15<sup>th</sup> are waived. The Employer will endeavour to maintain the master rotation of its employees, and any exceptions to that will be reviewed with the labour management committee.

## ARTICLE 17 – VACATIONS

- 17.01** For the purpose of calculating eligibility, the vacation year shall be the period from June 1<sup>st</sup> of any year to May 31<sup>st</sup> of the following year.
- 17.02** Employee shall receive vacation benefits as follows:

FULL-TIME YEARS OF SERVICE	PART-TIME HOURS PAID	VACATION ENTITLEMENT
Less than one (1) year	900 to less than 1,800 hours paid	One (1) calendar week vacation with pay at four percent (4%) of gross earnings for the vacation year
One (1) year to less than three (3) years	1,800 to less than 5,400 hours paid	Two (2) calendar week vacation with pay at four percent (4%) of gross earnings for the vacation year
Three (3) years to less than eight (8) years	5,400 to less than 14,400 hours paid	Three (3) calendar week vacation with pay at six percent (6%) of gross earnings for the vacation year
Eight (8) years to less than fifteen (15) years	14,400 to less than 27,000 hours paid	Four (4) calendar week vacation with pay at eight percent (8%) of

		gross earnings for the vacation year
Fifteen (15) years to less than twenty-three (23) years	27,000 hours to less than 41,400 hours paid	Five (5) calendar week vacation with pay at ten percent (10%) of gross earnings for the vacation year
Twenty-three (23) years to less than twenty-eight (28) years	41,400 hours paid to less than 50,400 hours paid	Six (6) calendar weeks' vacation with pay at twelve percent (12%) of gross earnings for the vacation year
Twenty-eight (28) years or more	50,400 hours paid	Seven (7) calendar weeks' vacation with pay at fourteen percent (14%) of gross earnings for the vacation year

**17.03** The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each classification but, shall be finally determined by the Department Manager having due concern for the proper operation of the Nursing Home.

- 17.04**
- a) i) Vacation requests for the period from June 1<sup>st</sup> to November 30<sup>th</sup> must be submitted by May 1<sup>st</sup>.
  - ii) Vacation requests for the period from December 1<sup>st</sup> to May 31<sup>st</sup> of the following year must be submitted by October 1<sup>st</sup>.
  - iii) The Employer shall endeavour to respond to vacation requests within two (2) weeks of the May 1<sup>st</sup> and/or Oct 1<sup>st</sup> due dates as per Article 17.04 a). Vacation requests submitted at other times will be responded to as appropriate within a reasonable time period as determined by the Employer.
  - b) Employees who fail to submit their vacation requests in accordance with a) shall have their requests considered on a first come first served basis and employees previously scheduled off for vacation shall not be displaced.
  - c) If an employee requests to have their total vacation weeks taken at one time, such request shall not be unreasonably denied provided the staffing needs of the home can be met. However, it is agreed that during the months of June, July and August, employees will only be allowed a maximum of two (2) weeks' vacation time off.

- 17.05**
- a) Vacations are not cumulative from year to year.
  - b) Employees shall not waive vacation and draw double pay.

**17.06** Payment of vacation on termination of employment will be in the amount the employee is entitled to receive in accordance with foregoing.

- 17.07** a) All normal deductions made from an employee's pay will be made from vacation pay.
- b) Vacation pay will be issued by separate cheque in accordance with the set vacation schedule and will be paid prior to the employee's vacation.

**17.08** One (1) week of vacation shall mean seven (7) consecutive days beginning with Monday of any given week.

**17.09 Individual Vacation Days Re: Vacation Entitlement**

Full-time employees who have two (2) weeks of vacation entitlement shall be permitted to take one (1) week of their entitlement in daily increments subject to the following:

- a) The scheduling of such days off shall be at the discretion of the Employer and will not unduly affect the operation of the Home.
- b) It is understood that one (1) week of vacation is equivalent to the individual employee's regularly scheduled work week (i.e., 3, 4, or 5 days) as defined in Article 17.08.
- c) Pay for each individual day of vacation shall be prorated so that the total for the individual days will be the same as the amount the employee would have received for one week of vacation taken in continuous days.
- d) Vacation pay cheques for individual days of vacation will not be issued separately.

## **ARTICLE 18 – SICK LEAVE PROVISIONS**

- 18.01** a) The Employer agrees to pay one hundred percent (100%) of the premium for a Weekly Indemnity Plan to provide benefits on a 1-4-17 basis at sixty-six and two thirds percent (66-2/3%) of normal earnings. Weekly Indemnity payments shall begin in the first (1<sup>st</sup>) day of hospitalization or accident or the fourth (4<sup>th</sup>) day of illness for a maximum period of seventeen (17) weeks.
- b) Weekly Indemnity cheques shall be mailed directly to the employees Home.
- c) It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.
- d) Sick Days

Sick leave means the period of time an employee is absent from work with or without full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *WSIB Act*.

Full-time employees are entitled to four (4) sick days per calendar year with pay. Unused sick days will not be carried over from one year to the next; sick leave is non-accumulative.

#### **18.02 Notification of Absence Due To Sickness**

Employees must notify the Employer if they are to be absent due to personal illness at least two (2) hours in advance of their start of their shift if they are scheduled on the day shift on Monday to Friday, or four (4) hours in advance of the start of their shift if they are scheduled for an evening or night shift or on the day shift on Saturday or Sunday, unless such notification is impossible. Where such advance notification is impossible, the employee must provide the Employer with as much advance notification as possible.

If the Employer requires an employee to provide a medical note, the Employer will reimburse the employee for the cost of each such note to a maximum of \$30.00 per note.

### **ARTICLE 19 – LEAVE OF ABSENCE**

- 19.01**
- a) The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least two (2) weeks' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.
  - b) If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.
  - c) To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

#### **19.02 Pregnancy and Parental Leave**

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

#### **19.03 Pregnancy Leave**

- a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for up to seventeen (17) weeks as provided in the *Employment Standards Act*, or such longer period under circumstances as are allowed by the ESA if she is not entitled to Parental Leave. The employee may begin her pregnancy leave on the earlier of the day that is

seventeen (17) weeks before her due date or a date otherwise provided for in the Act.

- b) The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- c) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- d) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- e) Additional leave of absence may be taken under Article 19.11, Parental Leave.

**19.04** An employee who does not apply for leave of absence under 19.03 a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 19.04 a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

**19.05** During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

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

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

- 19.07** When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 13.
- 19.08** Such absence is not an illness under the interpretation of this Agreement and the weekly indemnity plan cannot be used.
- 19.09** Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave. Credits for service and seniority shall accumulate for the period of pregnancy and/or parental leave on the basis of what the employee's normal regular hours of work would have been.
- 19.10** Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 19.11 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.
- 19.11 Parental Leave**
- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
  - b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
  - c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
  - d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.  
  
An employee may end her parental leave as set out in paragraph c) above (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.
  - e) For the purposes of Parental leave under Article 19.11, the provisions under 19.02, 19.05, 19.06, 19.07, 19.08, 19.09 and 19.10 shall also apply.

- f) Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

## **19.12 Union Leave**

- a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. Such leave for a maximum of three (3) employees shall be for no longer than a maximum of ten (10) days each in one year. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.
- b) In requesting such leaves of absence, the Union must give twenty-one (21) days clear notice to the Employer to be confirmed by the Union in writing.
- c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on unpaid Union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e., EHT, EI, CPP and WSIB), Pension, Health and Welfare and Weekly Indemnity premiums (if applicable).
- d) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

## **19.13 Bereavement Leave**

- a) Upon the death of an employee's spouse, common-law spouse, child, or step-child, the employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day of the funeral or equivalent service.
- b) Upon the death of an employee's mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild, legal guardian, the employee shall be granted leave up to a maximum of three (3)

days without loss of pay, ending with the day of the funeral or equivalent service.

- c) An employee shall be granted one (1) day bereavement leave, without loss of pay to grieve the death of his or her aunt, uncle, niece or nephew.
- d) Pay for such days of absence is limited to the days actually missed from work as per the employee's schedule.
- e) Where it is necessary because of distance, the employee may be provided up to six (6) days additional unpaid leave.

#### **19.14 Education Leave**

The Department Manager may grant a request for unpaid leave of absence to upgrade employment qualifications related to the employee's work in the home, provided that she receives a written request at least one (1) month in advance unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

#### **19.15 Emergency Leave**

Emergency leave will be provided for in accordance with the *Employment Standards Act*. It is understood that his leave is part of and not in addition to other leaves of absence for illness, injury, bereavement, medical or other personal emergency. The Employer may require an employee who takes this leave to provide evidence that the employee is entitled to the leave,

#### **19.16 Compassionate Care Leave**

The Employer agrees to provide unpaid Compassionate Care Leave in accordance with the provisions of the *Employment Standards Act*.

This leave shall be without loss of seniority for up to eight (8) weeks. Benefits will continue for up to eight (8) weeks, provided the employee continues to pay their portion of the benefits premium.

### **ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES**

#### **20.01 Shift Premium**

- a) All employees shall receive a shift premium of twenty-four (\$0.24) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

b) **Weekend Premium**

A weekend shall be defined as the period of time from 11:00 p.m. Friday to 11:00 p.m. Sunday night. A premium of forty cents (\$0.40) per hour shall be paid for all such hours worked.

**20.02 Minimum Reporting Allowance**

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

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

**20.03 Temporary Transfers**

When an employee is assigned by the Employer to temporarily perform the duties and assume the responsibilities of a lower paying position in the bargaining unit, she shall continue to be paid her current rate of pay corresponding to the position held immediately prior to such assignment from the commencement of the assignment and for the duration of such temporary assignment.

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

**20.05 Wage Progression**

- a) Employees within their position classification will progress from the "start rate" on the basis of hours worked.
- b) Hours worked during an employee's probationary period will be included for purposes of wage progression.

**20.06** Employees will be paid wages for each pay period, including any overtime or premium pay due to the employee for such pay period, on the second Thursday after each pay period ends. It is understood that the time required processing a payroll and/or banking holidays may result in pay day being Friday at Easter, Christmas/New Years and July 1<sup>st</sup>.

**20.07** Employees will be paid by direct deposit system. Pay stubs will be provided in personalized sealed envelopes.

**20.08 Errors on Pay Cheques**

- a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention.

- b) If an Employer or bank error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
- c) If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

- 20.09**
- a) Upon termination, the employee will be paid her final pay and her vacation pay on the next pay period following termination.
  - b) Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.

**20.10 Uniform Allowance**

Effective the first full pay period following the date of ratification, where uniforms are required, the Employer agrees to provide all full-time employees with a uniform allowance of ten dollars (\$10.00) per month and all part-time employees with a uniform allowance of five dollars (\$5.00) per month. Such amount will not form part of the regular hourly rate, overtime rate, and/or paid holiday premiums. The uniform allowance will not be paid on each cheque but, will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.

**20.11 RPN Recent and Related Experience**

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of year two (1) on the wage grid. Part-time service shall be recognized on the basis of 1800 hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide proof of recent experience and related experience during her first month of employment in order to be considered for a salary increment, and if the RPN fails to do so she shall not be entitled to recognition.

If approved such movement on the grid shall only be effective the full payroll immediately following the date of submission of proof of experience.

Once the RPN is placed at the experience level, she will progress on the grid in accordance with the collective agreement. (pt = 1 year for 1800 hours/ft anniversary).

**20.12 Surge Training**

The Employer agrees that mandatory computerized training (surge training) will be scheduled during an employee's normal working hours.

## **ARTICLE 21 – EMPLOYEE BENEFITS**

Effective on the completion of probation, the Employer will provide the following benefits:

### **21.01 O.H.I.P.**

The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, of the O.H.I.P. premium for the Province of Ontario if applicable.

### **21.02 Life Insurance**

The Employer will provide a life insurance plan for each employee in the amount of one times (1x) the employee's annual salary. Effective on ratification the Employer will pay one hundred percent (100%) of the cost of this plan.

### **21.03 Extended Health Care**

The Employer will provide an Extended Health, twenty percent (20%) co-insurance plan, with a seven dollar and fifty cent (\$7.50) cap on dispensing fees for employees covered by this Agreement who have completed their probationary period.

The benefit will provide for coverage for hearing aids of four hundred dollars (\$400) per five (5) years.

The Employer agrees to contribute one hundred percent (100%) of the billed single/family rate, whichever is applicable

If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

Paramedical – Physiotherapy, massage and chiropractic – Effective January 1, 2021 Increase by \$50.00 to three hundred and fifty dollars (\$350.00).

### **21.04 Vision Care**

The Employer agrees to incorporate a vision care rider into the Extended Health Care Plan providing for three hundred dollars (\$300.00) benefit every twenty-four (24) months. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

### **21.05 Dental**

The Employer agrees to provide a Dental Plan (equivalent to Blue Cross #9 Plan), based on a one (1) year lag of the O.D.A. fee schedule. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees,

provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions.

- 21.06**
- a) The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article.
  - b) It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problem with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer.
  - c) The Employer will notify the Union if it intends to change the Insurance Carrier.

**21.07** All benefits provided for shall include same sex benefits.

## **ARTICLE 22 - PENSION**

### **22.01 The Nursing Homes and Related Industries Pension Plan:**

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

- a) "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.

- b) Each eligible employee covered by this Collective Agreement shall contribute from each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being three percent (3%) of applicable wages.

Effective following the first full pay following December 1<sup>st</sup>, 2016 increase employer and employee contribution to four percent (4%).

- c) 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.

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

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

- e) 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 P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise.

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

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

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

For further specificity, the items required for each eligible employee 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 23 – TECHNOLOGICAL CHANGES**

### **23.01 Technological and Other Changes**

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union, the impact of the technological or other change on the Nursing Home, it's employees and the residents.

## **ARTICLE 24 – GENERAL CONDITIONS**

### **24.01 Bulletin Boards**

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

### **24.02 Printing**

The Employer and the Union will share equally in any cost of printing the Collective Agreement. Both parties will approve the printing cost quotation.

### **24.03 Injury and Disability**

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

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

**24.04** An employee who is injured during working hours and who is required to leave the facility for treatment of such injury, shall receive payment for the remainder of her scheduled shift at her hourly rate of pay, unless the physician states that the employee is fit for further work on that shift. The Employer shall provide transportation to and from the place of treatment or hospital.

**24.05** If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Nursing Home in a classification that is covered by this agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

### **24.06 Professional Responsibility – Workloads**

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective wellbeing of all staff and recognizes the inherent worth and dignity of every employee. The Employer further recognizes that the issue of workload is of serious concern to bargaining unit members.

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 the Labour Management Committee. The Employer does not object if the employees wish to use the workload review form attached to this Agreement for reference purposes only.

## **ARTICLE 25 – RETROACTIVITY**

**25.01** Retroactive payment is to be made and a draft collective agreement forwarded to the Union spokesperson from the Employer within sixty (60) days from the date the Employer receives an arbitration award or written notice of ratification from the Union and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post


addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days of the date of mailing of the letter by the Employer.

## ARTICLE 26 – TERM

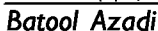
- 26.01** This agreement shall be binding and remain in effect until December 31, 2022 and shall continue from year to year thereafter unless either party gives to the other party in writing within ninety (90) days prior to the termination in any year notice that it desires its termination or amendment.
- 26.02** In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin at a time mutually agreed to by the parties.
- 26.03** If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the *Ontario Labour Relations Act*, as amended, and the *Hospital Labour Disputes Arbitration Act*, as amended, whichever should first occur.

SIGNED THIS 23<sup>RD</sup> DAY OF AUGUST 2021


**FOR THE UNION:**

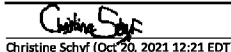
  
Renee Maise (Sep 14, 2021 13:11 EDT)

  
Sandra Goddard (Sep 27, 2021 16:45 EDT)

  
Batool Azadi (Sep 28, 2021 16:41 EDT)

**FOR THE EMPLOYER:**

  
Christine Schyf (Oct 20, 2021 12:21 EDT)

  
Christine Schyf (Oct 20, 2021 12:21 EDT)

## LETTER OF INTENT - WORKLOAD REVIEW FORM

Employees to complete all sections.

Date/Time of the Occurrence: \_\_\_\_\_

Date Form was submitted to Supervisor: \_\_\_\_\_

Type of work being performed: \_\_\_\_\_

Number of Staff on duty: \_\_\_\_\_ Usual Number of Staff: \_\_\_\_\_

*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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Employee(s)

Print Name

\_\_\_\_\_

Name/Title of Immediate Supervisor notified: \_\_\_\_\_

Date/Time of Notification: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

I/We do not agree with the resolution of our concern:

Signature of Employee(s)

Print Name

\_\_\_\_\_

## SCHEDULE "A"

**JANUARY 1, 2020 TO DECEMBER 31, 2022**

**1.5% per year for all classifications.**

<b>CLASS</b>	<b>EFFECTIVE</b>	<b>START</b>	<b>450 Hours</b>	<b>1 Year</b>	<b>2 Years</b>
<b>RPN</b>	January 1, 2019	25.17	25.77	26.39	27.02
	January 1, 2020	25.55	26.16	26.79	27.43
	January 1, 2021	25.93	26.55	27.19	27.84
	January 1, 2022	26.32	26.95	27.60	28.26

<b>Nurses Aides</b>	January 1, 2019	17.83	18.41	19.05	19.65
	January 1, 2020	18.10	18.69	19.34	19.94
	January 1, 2021	18.57	19.17	19.83	20.44
	January 1, 2022	18.85	19.46	20.13	20.75

<b>HCA PSW</b>	January 1, 2019	18.32	18.92	19.55	20.14
	January 1, 2020	18.59	19.20	19.84	20.44
	January 1, 2021	19.07	19.69	20.34	20.95
	January 1, 2022	19.36	19.99	20.65	21.26

<b>Aide</b>	January 1, 2019	15.93	16.57	17.18	17.80
<b>Dietary Aide</b>	January 1, 2020	16.17	16.82	17.44	18.07
<b>Housekeeping Aide</b>	January 1, 2021	16.62	17.28	17.90	18.54
<b>Laundry</b>	January 1, 2022	16.87	17.54	18.17	18.82

<b>Cook</b>	January 1, 2019	18.08	18.67	19.32	20.01
	January 1, 2020	18.35	18.95	19.61	20.31
	January 1, 2021	18.63	19.23	19.90	20.61
	January 1, 2022	18.91	19.52	20.20	20.92

\* Pay increases effective the first full pay period of the month.

Apply a twenty cent (20¢) per hour increase to the Dietary Aide, Housekeeping Aide, Laundry Aide, Nurses Aide, and HCA/PSW classifications prior to the general increase effective January 1, 2021.

Current and newly hired Registered Practical Nurses will be credited with one (1) extra year (1800 hours) on the grid for every; one (1) year (1800 hours) of recent and related experience to a maximum of level three (3) years (3600 hours).

1. Employees working as Nurses Aides or Restorative Care Aides who hold a Health Care Aide Certificate, PSW Certificate or Developmental Services Worker Certificate shall receive twenty-cents (\$0.20) per hour above the NA classification rate. This premium shall also apply to an RPN working as an NA.
2. An employee assigned, in writing, by the Employer to act in the capacity of Assistant Department Manager will be paid a premium of twenty-five cents (\$0.25) per hour worked in that capacity. It is understood that such assignment shall be at the discretion of the Employer. A copy will be provided by the Union.
3. Commencing on ratification, employees who work on a dementia care unit and have completed their probationary period, as well as successful completion of dementia care training as deemed sufficient by the Employer, shall receive a premium of twenty-five cents (\$0.25) for all hours worked on the Dementia Care Units.
4. Effective on the completion of probation, part time employees shall receive fifty cents (\$0.50) per hour worked in lieu of all benefits. In lieu payments shall not be considered part of the employee's regular rate of pay.

**LETTER OF UNDERSTANDING**

**Between**

**Garden Terrace**

**And**


**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 5068 & 5068-01**

**Scheduling – Dietary and Life Enrichment (only)**



Notwithstanding the provisions of Article 14.02 (b), the parties agree that with respect to the dietary and life enrichment department, failure to provide at least twelve (12) hours rest between shifts will result in the payment of overtime at established rates for any hours worked during such normal rest period.

**SIGNED THIS 23<sup>RD</sup> DAY OF AUGUST 2021**

**FOR THE UNION:**

  
\_\_\_\_\_  
Renee Milise (Sep 14, 2021 13:11 EDT)  
**Sandra Goddard**  
\_\_\_\_\_  
Sandra Goddard (Sep 27, 2021 16:45 EDT)  
**Batool Azadi**  
\_\_\_\_\_  
Batool Azadi (Sep 28, 2021 16:41 EDT)  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Christine Schryf (Oct 20, 2021 12:21 EDT)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between**

**Garden Terrace**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 5068 & 5068-01**

**Violence**

The parties note the rising incidence of violence or abuse, and how this may affect the employee's attendance at work.

The Company agrees that where an employee is seeking assistance and where there is adequate verification from recognized professionals (doctor, lawyer, professional counsellor etc.) provided to the Company, an employee who is subject to abuse or violence will not be disciplined for attendance issues without first giving full consideration to the circumstances surrounding the incident. Such information will be treated in a confidential manner by the Company and the Union unless required by law to be produced.

**SIGNED THIS 23<sup>RD</sup> DAY OF AUGUST 2021**

**FOR THE UNION:**

  
\_\_\_\_\_  
Renee Milne (Sep 14, 2021 13:11 EDT)

Sandra Goddard  
\_\_\_\_\_  
Sandra Goddard (Sep 27, 2021 16:45 EDT)

Batool Azadi  
\_\_\_\_\_  
Batool Azadi (Sep 28, 2021 16:41 EDT)

\_\_\_\_\_

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Christine Schyn (Oct 20, 2021 12:21 EDT)

  
\_\_\_\_\_  
Christine Schyn (Oct 20, 2021 12:21 EDT)

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between**

**Garden Terrace**

**And**


**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 5068 & 5068-01**

**CMI Results**

Recognizing the mutual objective of quality care, the Employer agrees to meet with the Union through the Labour Management Committee, as soon as practical after the Employer is aware of the impact of any change in the CMI may have on the members of the bargaining. The purpose of this meeting will be to discuss the impact and consider all alternatives before final decisions are made. The Employer agrees to provide the Union Representatives with staffing levels, and staffing mix information and the impact of the CMI on staffing levels.

**SIGNED THIS 23<sup>RD</sup> DAY OF AUGUST 2021**

**FOR THE UNION:**


  
\_\_\_\_\_  
Renee Milise (Sep 14, 2021 13:11 EDT)


**Sandra Goddard**  
\_\_\_\_\_  
Sandra Goddard (Sep 27, 2021 16:45 EDT)

**Batool Azadi**  
\_\_\_\_\_  
Batool Azadi (Sep 28, 2021 16:41 EDT)

\_\_\_\_\_

**FOR THE EMPLOYER:**

  
\_\_\_\_\_

  
\_\_\_\_\_  
Christine Schyff (Oct 20, 2021 12:21 EDT)

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**LETTER OF UNDERSTANDING**

**Between**

**Garden Terrace**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 5068 & 5068-01**

**Scheduling Committee**


Whereas both parties agree that retention of qualified staff is a benefit to the long-term care needs of the residents:

- 1. To establish a joint scheduling committee consisting of two (2) representatives from each of management and the CUPE bargaining unit.
- 2. To discuss and make reasonable efforts to improve the schedule, including reasonable efforts to increase the number of seventy-five (75) hour bi-weekly positions.
- 3. To discuss and if feasible implement a new two (2) week schedule for a trial period and make reasonable efforts to make it work.

**SIGNED THIS 23<sup>RD</sup> DAY OF AUGUST 2021**

**FOR THE UNION:**


  
Renee Maise (Sep 14, 2021 13:11 EDT)

  
Sandra Goddard (Sep 27, 2021 16:45 EDT)

  
Batool Azadi (Sep 28, 2021 16:41 EDT)

**FOR THE EMPLOYER:**

  
Christine Schryf (Oct 20, 2021 12:21 EDT)

  
Christine Schryf (Oct 20, 2021 12:21 EDT)

**LETTER OF UNDERSTANDING**

**Between**

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**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 5068 & 5068-01**


**DISPUTES REGARDING EMPLOYEE'S ENTITLEMENT TO BENEFIT COVERAGE OR  
PAYMENT**

**Re: Article 20**



The parties agree to meet prior to the expiration of this agreement to review the effectiveness of this Article in the management of disputes related to employee's entitlement to benefit coverage or payment. Where the provisions of this Article have failed to serve the interests of both parties, the introduction of a process to arbitrate such disputes will be considered for the next Collective Agreement between the parties.

**SIGNED THIS 23<sup>RD</sup> DAY OF AUGUST 2021**

**FOR THE UNION:**

  
Renee Malise (Sep 14, 2021 13:11 EDT)  
\_\_\_\_\_  
**Sandra Goddard**  
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**FOR THE EMPLOYER:**

  
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Christine Schyf (Oct 20, 2021 12:21 EDT)  
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**LETTER OF UNDERSTANDING**

**Between**

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**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 5068 & 5068-01**



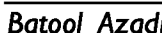
**Vacation Entitlement**

Full-time employees who have two (2) weeks of vacation entitlement shall be permitted to take one (1) week of their entitlement in daily increments subject to the following:

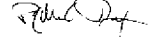

- a) The scheduling of such days off shall be at the discretion of the Employer and will not unduly affect the operation of the Home.
- b) It is understood that one (1) week of vacation is equivalent to the individual employee's regularly scheduled work week (i.e., 3, 4, or 5 days) as defined in Article 16.08.
- c) Pay for each individual day of vacation shall be prorated so that the total for the individual days will be the same as the amount the employee would have received for one week of vacation taken in continuous days.
- d) Vacation pay cheques for individual days of vacation will not be issued separately.

**SIGNED THIS 23<sup>RD</sup> DAY OF AUGUST 2021**

**FOR THE UNION:**

  
\_\_\_\_\_  
Renee Maise (Sep 14, 2021 13:11 EDT)  
  
\_\_\_\_\_  
Sandra Goddard (Sep 27, 2021 16:45 EDT)  
  
\_\_\_\_\_  
Batool Azadi (Sep 28, 2021 16:41 EDT)  
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**FOR THE EMPLOYER:**

  
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\_\_\_\_\_  
Christine Schyf (Oct 20, 2021 12:21 EDT)  
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**LETTER OF UNDERSTANDING**

**Between**

**Garden Terrace**

**And**


**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 5068 & 5068-01**

**Paid Holidays as Lieu Days**

The Employer agrees to extend the option to all full-time employees to be permitted to receive paid holidays, up to a maximum of six (6) days per calendar year, as defined in Article ~~15~~**16**, as days off with pay. With specific reference to Article 16.06, an employee who works the holiday has the option of either: (a) receiving pay at two and a half times (2.5x) her regular hourly rate; or (b) receiving pay at time and a half (1.5x) her regular hourly rate in addition to taking a paid lieu day as provided for herein. Such days off must be taken within sixty (60) days of the said holiday. The employee will be required to provide the department manager with at least two (2) weeks' written notice of their intent to utilize their banked holiday. Once the Employer receives the request, he/she shall respond within two (2) business days. The day off will be determined by mutual agreement between the employee and the Employer. If no such mutual agreement can be achieved, the lieu day will be paid out. Within the 60-day period, any unused paid holiday portion will be paid out on the pay period following the end of the 60-day period. (Letter to include a specific date to review at the end of the six (6) month trial period.)

**SIGNED THIS 23<sup>RD</sup> DAY OF AUGUST 2021**

**FOR THE UNION:**

  
Renee Maise (Sep 14, 2021 13:11 EDT)

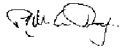
Sandra Goddard

Sandra Goddard (Sep 27, 2021 16:45 EDT)

Batool Azadi

Batool Azadi (Sep 28, 2021 16:41 EDT)

**FOR THE EMPLOYER:**



Christine Schvz

Christine Schvz (Oct 29, 2021 12:21 EDT)