

**COLLECTIVE AGREEMENT**

**Between**

**BRADFORD VALLEY CARE COMMUNITY**

*and*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1221**

**EXPIRY OF AGREEMENT: DECEMBER 31, 2020**

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THIS AGREEMENT entered into this 13<sup>th</sup> day of May, 2021 (**Interest Arbitration under HLDA**)

BETWEEN

BRADFORD VALLEY CARE COMMUNITY  
(hereinafter referred to as the “employer”)  
OF THE FIRST PART

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1221  
(hereinafter referred to as the “Union”)  
OF THE SECOND PART

### **GENERAL PURPOSE**

#### **Preamble**

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT:

- (a) To maintain and improve the relationship between them to settle the conditions of employment on behalf of the employer’s employees;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in the employer’s operation;
- (d) to promote the morale, well-being, and job security of the employees in the bargaining unit.

AND WHEREAS:

It is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement.

NOW THEREFORE THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

**ARTICLE 1 RECOGNITION**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Bradford Valley Care Community in the Town of Bradford, Ontario, save and except the Executive Director, Director of Care, Associate Directors of Care, Director of Dietary Services, Food Service Supervisor, Director of Environmental Services, Head Housekeeper, Registered Nurses, Director of Admissions and Programs, Head of Maintenance and all Office and Clerical Staff.

1.02 **Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies, when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay in any employees. Unpaid persons may only be permitted to work on mutually agreed items, by the Operating Committee, such agreements shall be in writing.

1.03 The parties hereby agree that in accordance with the Ontario *Labour Relations Act*, this Agreement is binding on all principals of each party.

1.04 Use of the female pronoun in this Agreement shall be read to include the male.

1.05 Where periods of time are referred to in terms of business\_days, they shall be read to exclude Saturdays, Sundays, and holidays.

1.06 Where periods of time are referred to in terms of calendar days, they shall be read to mean continuous or consecutive days.

1.07 **The Employer Shall Not Discriminate**

The Employer and the Union agrees there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise, by reason of age race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or marital status, place of residence, physical or mental disability nor by reason of her membership or activity in the Union, where to do so would be contrary to the *Human Rights Code*.

## **ARTICLE 2 PROBATIONARY EMPLOYEES**

2.01 A newly hired employee shall be on a probationary basis for a period of 412.5 hours paid directly by the Employer from the date of hire.

It is agreed that the purpose of the probationary period is to assess the employee's suitability for continued employment. Therefore, in the case of a grievance regarding the discharge of a probationary employee, a lesser standard may apply.

Where the employer feels it is necessary to extend the probationary period of an employee, the employer shall provide the union with reasons for same.

After completion of the probationary period, seniority shall be effective from the last date of hire.

## **ARTICLE 3 MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the exclusive function of the Employer to operate and manage the Home in all respects and:

- (a) to maintain order, discipline, and efficiency, establish, enforce and revise from time-to-time reasonable written rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy to be sent to the Union Local);
- (b) to hire, discharge, direct, transfer, classify, promote, demote and discipline employees, provided that a claim of discriminatory classifications, transfers, promotion, demotion discipline, or a claim by an employee who has completed her probationary period that she has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) to determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services.

Without restricting or limiting the generality of the foregoing, the Employer retains the rights and privileges and responsibilities of

management not specifically relinquished or modified by this agreement.

- 3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and terms of the agreement and that a claim by the Union of unjust discrimination, discharge or discipline may be the subject of a grievance under this Agreement.

#### **ARTICLE 4 UNION DUES AND SECURITY**

- 4.01 Effective from the first day of employment, the Employer will deduct from the pay of all employees, an amount equal to the monthly dues as authorized by the Union. This sum shall be deducted from the last pay of the month and remitted to the National Secretary Treasurer of the Union prior to the end of the month in which the deductions were made. The cheque shall be accompanied by the names, amounts, addresses, classifications of employees from whose wages the deductions have been made and whether an employee is full-time or part-time. A copy of this list will also be forwarded to the Secretary of the Local Union. The Union agrees to keep the Employer advised as to the name and address of the National Secretary-Treasurer in Ottawa, and the amount of the dues deduction to be made.

- 4.02 The Employer shall indicate on the employee's T-4 income tax slips the amount of the union dues deducted from their pay during the tax year.

4.03 **All Employees to be Members**

All employees covered by this agreement as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

#### **ARTICLE 5 NO STRIKES – NO LOCKOUTS**

- 5.01 The parties to this Agreement recognize they have a responsibility to the residents and the public for the continuance of uninterrupted service. Therefore, there shall be no strikes or lockouts as long as this Agreement continues to operate.

- 5.02 Definition of the terms, “strike” and “lockouts” as used in Article 5.01 above, shall be in accordance with the Ontario *Labour Relations Act* and amendments thereto.
- 5.03 Unresolved contract issues arising during negotiations shall be submitted to conciliation and arbitration under the *Hospital Labour Disputes Arbitration Act*.

## **ARTICLE 6 UNION REPRESENTATION**

- 6.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect stewards, to a maximum of six (6), whose duties shall be to assist any employee in preparing and in presenting his grievances according to the grievance procedure.
- Employees shall have the right to select which steward represents them. In the event that the requested Steward is not available and the Employer requires the action to be taken at that time, the Employer may request the employee to select another steward or the parties can agree that the action will take place at a later time (if, in the employer’s position this is an option) such delay in action will not prejudice the employer’s position.
- 6.02 The Union shall notify the Employer, in writing, of the names of those Stewards so elected or appointed. The Employer shall not be required to recognize such persons until they are in receipt of such notice.
- 6.03 Stewards shall have the right to investigate and process grievances arising under this Agreement for reasonable period during their working hours, without loss of pay, (provided they first get permission from the supervisor and report back to the supervisor when finished union business). Such permission shall not be unreasonably withheld. Stewards shall not leave the Employer’s premises during such a period.
- 6.04 Officers of the Union shall have reasonable access to the Employer’s premises to investigate and assist in the settling of a grievance under this Agreement (provided they first get permission from the supervisor and report back to the supervisor when finished union business). They shall not, however, interfere with the normal operation of the Care Community.
- 6.05 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

## **ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE**

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline, suspension or discharge is imposed, or at any stage of the grievance procedure, an employee shall have the presence of her steward or elected Union Representative. An employee who refuses to accept such representation will be required to sign a waiver.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to come to the attention of the employee. Failing settlement within seven (7) calendar days, it shall then be taken up as a grievance in the following manner and sequence:

### **STEP NO. 1**

Within seven (7) calendar days following the decision under the complaint stage, the employee may submit the written grievance to her Department Head who will deliver her decision in writing within seven (7) calendar days from the date on which the written grievance was presented to her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:

### **STEP NO. 2**

Within seven (7) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Home Executive Director or her designee. A meeting will then be held between the Home Executive Director or her designee and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Home Executive Director or her designee may have such counsel and assistance

as she may desire at such meeting. The decision of the Care Community shall be delivered in writing within seven (7) calendar days following the date of such meeting.

7.04 **Employer and Union Grievances**

A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within ten (10) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could herself institute and the regular grievance procedure shall not be thereby bypassed.

7.05 **Group Grievances**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or her designee within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 **Discharge Grievances**

The release or discharge of an employee during the probationary period may be the subject of a grievance or arbitration in accordance with the provisions of Article 2 (Probationary Employees). A claim by an employee who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Home at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

Wherever the Home deems it necessary to suspend or discharge an employee, the Home shall notify the Union of such suspension or discharge in writing. The Home agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

7.07 **Grievances on Safety**

An employee or a group of employees who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

7.08 **Arbitration**

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) business days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

7.09 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the employees.

7.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within five (5) business days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application hereto by the party invoking arbitration procedure. The two (2) nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of ten (10) business days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

7.11 The parties, on mutual agreement, can mediate any grievance prior to arbitration. The parties also agree that this does not supercede agreement by either party to Section 50 of the *Ontario Labour Relations Act*.

- 7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor alter, modify, add to or amend any part of this Agreement.
- 7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 50 of the *Labour Relations Act*.
- 7.17 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 7.18 **Adverse Report**
- An employee shall be notified in writing of any expression of dissatisfaction concerning her work within twenty (20) working days of the receipt of the complaint, unless otherwise agreed between the parties. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of her record for use against her at any time. The Employee's reply shall form part of his/her record.
- 7.19 **No Offense Used Against Employee After One Year**
- No offense shall be used against an employee after one (1) year of its commission, provided that no similar offense was committed within this period.
- Leaves of absence in excess of thirty (30) calendar days will not count towards the one (1) year period noted above.

- 7.20 An employee may request, to view the contents of their personnel file on their own time and normally within 3 business days from the date of the request. The employee has the right to have a steward present and such review shall be done in the presence of the Executive Director or designate. Employees will not have access to employment references. Where requested, employees shall be provided with copies of documents from their personnel files.

## **ARTICLE 8 SENIORITY**

- 8.01 Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotion, transfer, demotions, layoffs and recalls, providing the senior person has the ability to perform the work involved.

It is understood that for the purposes of job postings, layoffs and recalls the current to date seniority of the employees involved shall be used.

- 8.02 The Employer shall maintain a seniority list showing the days upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January, May and September of each year (see Article 21.04).

- 8.03 An employee shall not lose seniority rights, if she is absent from work because of sickness, accident, layoff, union business, vacation or leave of absence approved by the Employer.

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

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

- (f) if the employee has been laid off and fails to return to work within five (5) working days after that employee has been notified by the Home through registered mail addressed to the last address on the records of the Home;
- (g) is absent due to illness or disability for a period of twenty-four (24) months from the time the disability or illness commenced.

8.04 No employee shall be promoted or transferred to a position outside the bargaining unit without his consent. If an employee is promoted or transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit for a period of not more than one (1) year. After completion of the employee's probationary period for the position such an employee may only return to the bargaining unit through the posting procedure. Such return shall be discussed between the Union and the Employer.

8.05 Any casual employee unavailable for three (3) months is deemed to  
8.06 resigned, excluding approved leaves.

## **ARTICLE 9 LAYOFFS AND RECALLS**

### 9.01 Definition

A layoff shall be defined as a reduction in the workforce, or a reduction in the regularly scheduled hours of work based on the previous twelve (12) calendar months.

9.02 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

9.03 In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums for the duration of the three-month notice period for in Article 9.06.

9.04 Laid off employees shall retain seniority, service and recall rights for twenty-four months from the last date of layoff.

9.05 An employee in receipt of notice of lay-off may:

- (a) accept the layoff; or

- (b) displace another employee who has lesser bargaining unit seniority if the employee originally subject to layoff is qualified as required by law to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice to lay-off.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of lay-off;

- (c) opt to retire if eligible under the terms and conditions of the Nursing Homes and Related Industries Pension Plan.

9.06 In the event of a layoff of a permanent or long-term nature the Home will provide an affected employee with notice in accordance with the *Employment Standards Act*. However, the employment standards will be deemed to be amended to provide notice to the affected employee effective from the date of the award as follows:

if for services greater than nine years	9 weeks' notice
if for services greater than ten years	10 weeks' notice
if for services greater than eleven years	11 weeks' notice
if for services greater than twelve years	12 weeks' notice

9.07 Grievances on Layoffs

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

9.08 Recall

- (a) An employee shall have opportunity of recall from layoff to an available opening, in order of seniority, providing he or she is qualified as required by law and able to perform the work. Vacancies during a layoff/recall will be posted in accordance with Article 11 of the Collective Agreement. The Employer will attempt to contact all laid off employees at their last known phone number to advise them of the posted vacancy. Once the job vacancy has

been filled under the job posting procedure (and any subsequent posting) an employee shall have an opportunity of recall from layoff to an available vacancy as set out below in this article.

- (b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (c) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (d) 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 provisions, or have been found unable to perform the work available.
- (e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his or her proper address being on record with the employer.
- (f) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

## 9.09

### Staff Planning Meetings

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the employees any notice of lay-off, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact. The Committee will further discuss alternatives to reducing full-time positions.

## **ARTICLE 10 CONTRACTING OUT**

10.01 The Employer agrees that all work or services normally performed by employees in the bargaining unit shall not be contracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or employee outside of the bargaining unit.

## **ARTICLE 11 JOB POSTING**

11.01 (a) All job vacancies shall be filled in accordance with the job posting procedure, provided, however, that the Employer shall have the right to fill vacancies on a temporary basis until the job posting procedure is completed.

(b) Temporary vacancies due to, Pregnancy/Parental Leave, long term illness, leaves of absence or vacation coverage anticipated to exceed five (5) weeks shall be posted to enable employees to make application.

(c) Full time employees who temporarily are awarded a part timeline through the job posting process are deemed full time employees for benefit purposes but will be required to pay for their benefits on a pro-rata basis (i.e. five shifts normally scheduled bi-weekly equates to 50% employee payment of the benefit cost) and are prohibited from bidding on any other temporary part time job posting until after the completion of the temporary term that they were originally awarded. For purposes of this article full time employee who are awarded a temporary part timeline must also include their availability in accordance with the stipulations in Article 13.03 and 13.04.

11.02 When a vacancy occurs, the Employer shall provide a copy of the posting to the Local Union and post notice of the vacancy or position in a central location on a bulletin board within the workplace for a minimum of seven (7) calendar days. Application for the vacancy shall be in writing and submitted to the Department Head or designate.

11.03 Each notice shall contain the following information:

(a) nature of the position

- (b) qualifications – except where job training can be provided and completed within a three-week period
- (c) required knowledge and education
- (d) skills
- (e) shifts
- (f) wage or salary range
- (g) Start date as per Article 11.04.

11.04 Both parties recognize:

- (1) the principle of promotion within the service of the Employer: and
- (2) that job opportunity should increase in proportion to length of service

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority. The senior applicant who meets the normal requirements of the job shall be placed in the position within three (3) weeks of being awarded the posting. Where there is no senior applicant who meets the qualification, the Employer shall continue to fill the position at their discretion until such time as the Employer is able to hire for the position.

11.05 The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the two (2) months period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee so requests, she shall be returned to her former position without loss of seniority, wage, or salary rate.

**ARTICLE 12 PAID HOLIDAYS**

12.01 (a) The following shall be recognized as holidays and shall be paid for at the regular rates for the hours all full-time employees would have worked if it had not been a holiday:

- |                |                      |
|----------------|----------------------|
| New Year’s Day | August Civic Holiday |
| Family Day     | Labour Day           |
| Good Friday    | Thanksgiving Day     |
| Easter Monday  | Christmas Day        |
| Victoria Day   | Boxing Day           |
| Canada Day     | (2) Float Days       |

(b) It is understood that a float day can be earned up until December 31<sup>st</sup>, but must be taken by April 30<sup>th</sup> of the following year, if the day is not taken by this date, it will be paid out.

(c) It is understood by the parties that part-time employees will be prorated for float days in accordance with their accumulation of hours during the calendar year, i.e. 800 hours equals one float day.

(d) The intent is that there shall be no more than thirteen (13) paid holidays during the term of this Agreement. If another federal, provincial or municipal holiday should be proclaimed during the term of the agreement such additional holiday would replace one of the “float holidays”.

12.02 **Pay on Scheduled Holidays**

All full-time employees who are required to work on one of the above-listed holidays shall be paid at the rate of time and one-half (1 ½) plus straight time for the day, or another day off with pay at a time mutually agreeable between the employee and the Employer, such agreement shall not be unreasonably denied.

Full-time employees who are required to work on any of the above-listed holidays, and actually do work on any of those holidays, will be allowed to save up to a total of five (5) such holidays to be taken in conjunction with their regularly scheduled days off or vacation provided they abide by the following:

- 1) By January 15<sup>th</sup> of each year, they indicate to their supervisor their intention to save any holidays, and they specify which holidays they intend to save that year;
- 2) They notify their supervisor, in writing, at least four (4) weeks prior to the posting of the schedule covering the dates they desire to be off, of such dates;
- 3) Notwithstanding 1) and 2) it is understood that these stats cannot be taken until earned.
- 4) No more than the following number of employees may utilize this provision at any one time in the following Department:

Kitchen	2 employees
Housekeeping	2 employees
PSW	
Day Shift	5 employees
Evening Shift	4 employees
Night Shift	3 employees
RPN	3 employees

It is understood and agreed that, in order for this provision to operate, suitable replacement staff must be available. Furthermore, this provision will not operate between December 20<sup>th</sup> and January 5<sup>th</sup>. Saved stats must be taken within the same calendar year, with the exception of Christmas Day and Boxing Day which shall be paid out in the pay period that they are earned.

Requests for time off pursuant to this provision shall be granted on a “first come first served” basis based on the date received by the Supervisor within the departments specified above.

12.03      Compensations for Holidays Falling on Scheduled Day Off

If a holiday falls on a full-time employee’s regular day off, the employee will receive either one regular day’s pay or a compensating day off in lieu thereof if not taken by the last pay in November, it will be paid out.

12.04      In order to qualify for payment for any of the holidays designated in this Article 12.01, all full-time employees must work his regular shift immediately prior to and his first regular shift immediately following the holiday, except where such absences are due to sickness or other authorized leave of absence.

12.05

- (a) All employees shall be entitled to have either Christmas Day or New Year's Day off. Preference as to which day is taken shall be determined by seniority. It is understood that to accommodate such time off, the scheduling regulations set out in the Agreement shall be waived for the 2 pay periods commencing on or about December 15<sup>th</sup> and ending on or about January 15<sup>th</sup> of each year. The Christmas and New Years Preference list will be posted on September 15<sup>th</sup> of each year and removed on October 5<sup>th</sup> of each year.
- (b) Employees who culturally or spiritually celebrate at a time other than traditional Christmas and New Year's holidays, shall provide the Department Head with a written request at the same time as the Christmas and New Year's request identifying which day(s) they wish to be scheduled off for their observance. The Christmas and New Year schedule shall be posted by the 1<sup>st</sup> full pay in November of each year. Once the schedule is posted it shall not be changed without mutual agreement between the parties.
- (c) The Employer shall use its best efforts to provide employees with at least two (2) consecutive days off over Christmas or New Years. In the case of Christmas it shall be Christmas Eve and Christmas Day or Christmas Day and Boxing Day. In the case of New Years it shall be New Years Eve and New Years Day.
- (d) Where an employee(s) identifies that they wish to work on both Christmas Day and New Year's Day on the request sheet, employees by seniority shall be offered the opportunity to have both days off.

12.06 If so requested, full-time employees scheduled off on a weekend should be scheduled off on a Paid Holiday falling on the subsequent Monday.

12.07 Part-time employees who work on a paid holiday as set out in 12.01 (a) shall receive 1 ½ x pay for all hours so worked.

## **ARTICLE 13 HOURS OF WORK**

### **13.01 Standard Daily Hours**

- (a) The normal hours of work shall be seven and one-half (7 ½) hours, exclusive of lunch periods. Where an employee is not permitted to leave the building during a lunch period, she shall be paid overtime

for the period. The normal bi-weekly work period for full-time employees shall be seventy-five (75) hours.

- (b) Shifts of less than 7.5 hours may be scheduled, with mutual agreement between the Union and the Employer. Such agreement shall not be unreasonably denied. It is understood by the parties that short shifts of less than 7.5 hours, but no less than 4 hours, may be scheduled in the Housekeeping, Dietary and Laundry Departments and will not be considered a violation of this provision.
- (c) There shall be no pyramiding of premium pay, overtime pay, sick pay and paid holiday pay.

13.02 Average Weekly Hours

The normal hours for full-time employees shall average seventy-five (75) hours over a two-week period, not including meal periods.

13.03 Working Schedule

- (a) The Employer shall attempt to provide that days off shall be consecutive and planned in such a way as to provide every second weekend off.
- (b) Employees shall retain their present shifts unless mutual agreement reached between employer, union and employee(s) involved.
- (c) The Employer shall attempt to provide that the hours and days off work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the consent of the employee and the Employer. All schedules will be posted on the bulletin board in a central location. This does not include the day to day working schedules.
- (d) Part-time and casual staff are expected to provide reasonable availability for additional shifts for the working scheduled and call-ins. Employees are expected to indicate in writing their availability for additional call-in shifts two weeks prior to the posting of each schedule. The Employer will use this to fill available shifts for the posted schedule and for call-in availability. Employees cannot remove themselves from call-in availability for certain months only mutual agreement between Union and Employer.

- (e) Employees shall have their preference of shifts in accordance with seniority, the ability to perform the work of the job and provided there is a vacancy in the shift requested. Employees are not required to work split shifts or rotating shifts.
- (f) Shift vacancies shall be posted.
- (g) In the event employees, of their own accord, and for their own personal convenience, arrange to exchange shifts, such days are subject to agreement with the Home. The employee is required to provide a signed request be both employees accepting the exchange. Such request will be made, at a minimum of three (3) business days prior to the exchange, except in exceptional circumstances. The Employer shall not be responsible or liable for any overtime rate claims or non-compliance with the above provisions that might arise as a result of such exchange of shifts.

This provision is not for the purpose of creating self-scheduling. The employer reserves the right to limit the number of exchanges.

13.04 Notwithstanding Article 11.01 (b), shifts required to be filled due to short term illnesses or leaves of absence shall be offered in the following order:

- (a) Employees who are scheduled less than 37.5 hours per week, shall be offered up to 37.5 hours per week in seniority order, by classification, prior to the posting of the schedule.
- (b) Employees who are scheduled less than 37.5 hours per week, shall be offered call in shifts up to 37.5 hours per week in rotating seniority order, by classification.
- (c) If by reason of illness, vacation or leave of absence, there is a shortage of the scheduled staff, the management will make every effort to replace the employee in accordance with this Article, such efforts to be documented.
- (d) Part-time and casual staff are expected to provide reasonable availability. Employees are expected to indicate in writing their availability for additional shifts within two weeks prior to the posting of each schedule. Employees cannot remove themselves from call-in availability for certain months only unless mutual agreement between Union and Employer.

13.05 Reporting Pay Guarantees

An employee reporting for work on his regular shift shall be paid his regular rate of pay with a minimum of four (4) hours pay.

13.06 Paid Rest and Meal Breaks

All employees shall have a paid 15-minute rest period(s) and unpaid half ½ hour meal period as follows:

	Rest Period	Meal Period
Less than 4 hours	NIL	NIL
4 hours up to 5 hours incl.	1	
NIL		
Greater than 5 hours up to 7.0 hours	1	
1		
7.0 hours or more	2	1

13.07 If an employee is called into work within one-half hour of the commencement of the shift and attends to work within one hour after the commencement of the shift she will be paid for the full shift.

**ARTICLE 14 OVERTIME**

14.01 Overtime Defined

All time worked beyond the normal work day, the normal work week, or on a holiday as defined in the Agreement shall be considered as overtime.

14.02 Compensation for Work after Daily Scheduled Hours

Any employee instructed to work more than 7.5 hours in a shift shall be paid at the rate of time and one-half (1 1/2) for the hours over 7.5.

14.03 When instructed to work after regular weekly hours as defined in Article 13.02, the employee shall be paid at the rate of time and one-half (1 ½) for the hours in excess of seventy-five (75) hours bi-weekly.

14.04 Payment for or Supply of Meals

Employees required to work more than two hours overtime shall be provided with a meal.

14.05 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

14.06 Calculating Overtime Rates

An employee who is absent on approved time off during his scheduled work week because of sickness, bereavement, holidays, vacation or other approved paid leave of absence shall, for the purpose of computing overtime pay, be considered as if he had worked during his regular hours during such absence.

14.07 Sharing of Overtime

Overtime shall be divided equally among employees who are willing and qualified to perform the available work. Where possible, callback time shall also be divided equally among employees.

Should no employee be willing to work overtime in a department and other options have been exhausted, the person with the least seniority will be required to work to a maximum of four (4) hours, if the employee so requests and the employer is able to accommodate by finding someone to pick up the other half of the shift.

14.08 Overtime During Layoffs

Except in case of emergency, there shall be no overtime worked in any operation while there are employees on layoff able to perform the available work.

14.09 Call-Back Pay Guarantee

An employee who is called in to work outside his normal working hours shall be paid for a minimum of two (2) hours at overtime rates.

14.10 Time Off in Lieu of Overtime

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Home. Such time off will be the equivalent of the

premium rate the employee has earned for working overtime. The Home shall revert to payment of premium rate if time is not taken within sixty (60) calendar days.

## **ARTICLE 15 SHIFT WORK**

### 15.01 Definition of Shifts

Shift premiums shall apply on all shifts in which the majority of the hours worked are between 14:30 hours and 6:30 hours.

### 15.02 Shift Premiums

Where the majority of hours worked by an employee occurs between 1500 hours and 0700 hours such employee shall receive an additional forty cents (40¢) per hour for all hours worked on his shift.

### 15.03 Weekend Premium

\*Effective the first full pay period following release of the Award.

A weekend premium of thirty-five cents (\$0.35) per hour will be paid for all hours worked from 11:00 p.m. Friday to 11:00 p.m. Sunday.

### 15.04 Rest Between Shifts

Failure to provide at least sixteen (16) hours rest between regularly scheduled shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period, except where such hours resulted from a change at the request of the employee as contemplated in Article 13.03 (c).

15.05 If an employee is unable to leave the building during their lunch period, due to the requirements of the Employer, they shall be paid for such break.

## **ARTICLE 16 VACATIONS**

### 16.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited seniority prior to June 30<sup>th</sup>, of each year as follows:

Less than one (1) year – 1 working day for each month of service to a total of ten (10)

1 year or more – 2 calendar weeks with pay at 4% of earnings of the previous twelve (12) months.

3 years or more – 3 calendar weeks with pay at 6% of earnings of the previous twelve (12) months.

**8 years or more** – 4 calendar weeks with pay at 8% of earnings of the previous twelve (12) months.

**15 years or more** – 5 calendar weeks with pay at 10% of earnings of the previous twelve (12) months.

**22 years or more** – 6 calendar weeks with pay at 12% of earnings of the previous twelve (12) months. \*Effective the next full vacation period following December 31, 2020.

**30 years or more** - 7 calendar weeks with pay at 14% of earnings of the previous twelve (12) months.

(commence accruing @ 14% July 1, 2012 for vacations taken in the 2013 vacation year).

A calendar week is equal to the number of regularly scheduled hours an employee would normally be scheduled for.

16.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on, or is observed during an employee's vacation period, he shall be allowed an additional day's paid vacation. In providing the additional days' vacation, the staffing needs of the Employer are to be considered.

16.03 The vacation pay described above for each week of vacation being taken, shall be paid to an employee on the pay day preceding the vacation if requested in writing no later than the 14<sup>th</sup> of the month prior to the pay day on which payment is required, or alternatively shall be paid on the payroll covering the period of vacation.

16.04 Vacation Pay Termination

An employee terminated by the Employer or terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to vacation pay prorated.

16.05 Vacations may be taken by full-time employees at any time in the following year, it is understood that vacation pay accumulating for the current vacation year will not be paid in advance. It is to be understood the maintenance of sufficient staff for patient care is essential, therefore in the event of too many employees in a department requesting vacation at the same time, seniority will govern preference.

Vacation for part-time employees must be taken July 1<sup>st</sup> – June 30<sup>th</sup>.

16.06 (a) Vacation requests for vacation before July 1<sup>st</sup> or after Labour Day should be made in writing as early as possible in advance of such period. Requests for vacation during the peak period July 1<sup>st</sup> to Labour Day shall be submitted by March 15<sup>th</sup>. All other vacation requests must be submitted 2 weeks in advance of the posting of the schedule. Vacations requested during prime-time vacation i.e. June, July, August and December to January 10<sup>th</sup>, shall be limited to two (2) weeks in length. All other times there shall be no limit on the number of weeks taken. Single day vacation requests will not be considered during peak vacation periods if such requests interfere with the granting of weekly vacation requests.

(b) Vacation Schedules

Vacation schedules shall be posted by May 15<sup>th</sup> of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

Vacations shall commence immediately following an employee's regularly scheduled days off.

16.07 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period of up to two (2) weeks unless otherwise mutually agreed upon between the employees and the Employer.

16.08 Vacation Re Sick Leave

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization and recuperation shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits. Written medical documentation is required in order for the employee's vacation to be deemed as sick leave.

16.09 Work While on Vacation

Should an employee, who has commenced her scheduled vacation, agree, upon the request of the Home, to return to perform work during the vacation period, the employee shall be paid at the rate of time and one-half (1 ½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day worked.

16.10 Vacations may only be carried over from one year to another by mutual written agreement between the employee and the Executive Director, such vacation hold over carries no seniority value.

16.11 Where an employee's scheduled vacation is interrupted due to bereavement, upon application, such leave shall be substituted for bereavement days and the vacation days rescheduled.

**ARTICLE 17 SICK LEAVE PROVISIONS**

17.01 Sick Leave Defined

Sick leave means a period of time an employee is absent from work by virtue of being unable to work because of sickness, or accident for which compensation is not payable under the *Workplace Safety and Insurance Act*. The employee will receive a full day's pay for each such day of sick leave to the extent that he has sufficient credits.

17.02 Annual Paid Sick Leave

All present employees (at March 28, 2002) who have accumulated sick leave banks shall be given the option to choose to continue accumulation

and cash out under the terms of the Collective Agreement expiry, December 31, 2000, as set out in Appendix "C" of this Memorandum.

Further it is agreed that any employee who transferred to part-time under the expired agreement has a frozen sick bank, or full-time employees who opt to participate in the new sick leave plan, shall be covered under the cash out provision of Article 17.07.

All full-time employees hired after March 28, 2002 and existing full-time employees who have elected to participate shall be covered by the plan outlined below.

17.03 Upon completion of probation, full-time employees shall be credited with three (3) sick leave days, thereafter, employees will then accrue one (1) day for each completed month of employment unless otherwise prevented by the Collective Agreement.

The unused portion of an employee's sick leave shall accrue for his future benefits to a maximum of 12 days.

The Employer agrees to pay 100% of the premium cost for a weekly indemnity plan that provides for coverage due to an accident, or illness, requiring hospitalization on day one (1) and day (4) of an illness not requiring hospitalization.

The plan will pay seventy-five percent (75%) of the employee's regular wages to a maximum of the allowable amount under EI per week.

A full-time employee may use her accumulated sick bank or frozen bank to cover the first 3 days of absence or top up W.I., Worker's Compensation or Employment Insurance sick leave (upon approval of Human Resources Canada) to 100% of pay. Such payment or top up shall be made until the bank(s) is exhausted.

17.04 Any rebate received by the Employer in consideration for the Weekly Indemnity Plan will be used to offset benefit costs associated with same.

17.05 Proof of Illness

An employee may be required by the Employer to produce proof of illness in the form of a certificate from a legally qualified Medical Practitioner for any absence due to illness or accident.

Should there be any charge to the employee for the above noted certificate such costs will be paid by the Employer upon receipt of authorized billing

from the attending physician, or proof of payment to the attending physician by the employee.

17.06 Sick Leave Records

Included each year in the first pay cheque of December, employees shall be advised of the amount of sick leave accrued to her credit. Each employee shall have 30 calendar days to question any suspected errors in her sick leave accumulation. After this time it shall be deemed to be accurate.

17.07 Sick Leave on Termination

An employee having accrued sick leave to his credit, with more than five (5) year's continuous and uninterrupted service, shall on severance or retirement, be entitled to be paid at the rate of pay effective immediately prior to severance or retirement, the equivalent of fifty percent (50%) of his accumulated sick leave credits.

17.08 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the employee is fit for further work on that shift.

17.09 Workplace Safety and Insurance Board Pay Supplement

(a) An employee shall accumulate seniority during absences in which he receives Workplace Safety and Insurance Board payments. All employee benefits as in Article 19.00(Employee Benefits) shall continue during the one (1) year of such absence and the Employer's share of premiums shall continue for the first year.

Thereafter, the employee may continue to be covered by paying the Employer's share of such premium.

(b) An employee who is no longer deemed to have a compensable injury shall be placed in his former or equivalent position with the Employer provided he supplies a medical certificate certifying that he is physically able to perform the available work.

17.10 An employee who is scheduled for a return-to-work meeting with the employer, shall have the right to have present with her a return-to-work representative designated by the union.

- 17.11 An employee who is returning to work after a WSIB claim may have a representative from the union, who in the union's opinion, has the knowledge and skill to assist the worker with the return-to-work program.

## **ARTICLE 18 LEAVE OF ABSENCE**

- 18.01 An employee may request a leave of absence of up to one (1) year provided he gives the Employer at least fourteen (14) days' notice in writing. The notice shall set out the reasons for the proposed leave of absence. Approval of such leave shall be given in writing. Such employee will not accumulate seniority during said leave, but will maintain previous accumulated seniority.

- 18.02 The Employer shall not unreasonably withhold permission for leave of absence; however, the Employer has the right to refuse leave of absence if such leave would unreasonably interfere with his normal operations.

- 18.03 Leave of Absence for Full-Time Union or Public Duties

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, made at the earliest opportunity, the Employer will grant leave of absence, without pay and without loss of seniority so that employees may be candidates in a Federal, Provincial or Municipal election.

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year.

It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

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

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

Notwithstanding Article 11.01 b the Home may fill the vacancy resulting from such leave on a temporary basis.

For the purposes of WSIB, the employee shall be deemed to be an employee of the union.

18.04 Bereavement Leave

- (a) An employee shall be granted five (5) consecutive days leave without loss of pay in the case of death of spouse, child, parent, grandchild.
- (b) An employee shall be granted up to three (3) consecutive days leave without loss of pay in the case of the death of a brother, sister, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, ending with the day following the funeral.
- (c) An employee shall be granted one day off without loss of pay to attend the funeral of her aunt or uncle, niece or nephew.

18.05 Pregnancy and Parental Leave

- (a) Parental/pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* as amended from time to time and as follows:
- (b) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
- (c) The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (d) An employee shall be granted eighteen (18) weeks of unpaid parental leave for each parent who has worked for the same Employer for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.

- (e) All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.
- (f) An employee shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (g) An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. While an employee is on pregnancy/parental leave the Employer shall continue to make Employer contributions to life insurance, accidental death, EHC and dental plans unless the employee has advised the Employer, in writing, that she/he does not wish to continue to make the employee contributions (if any) to such plans.
- (h) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (i) Employees newly hired to replace employees who are on parental/pregnancy leaves shall be released and such release shall not be subject of a grievance or arbitration. If retained by the Home in permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Home will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (j) Upon return to work, an employee shall be reinstated to her former position, at the start of the work schedule, provided the position still exists. If not to a comparable position at the same rate of pay when the leave commenced or, if it is higher, the rate the employee would have been earning had she worked through the leave.
- (k) An employee shall give at least two (2) weeks' notice of her intention to return to work, however, her leave shall not end before the expiration of six (6) weeks unless other arrangements are made with the Employer.
- (l) The Home may require on medical grounds, that the leave of absence must begin on a date earlier than that requested by the employee, if at such time the duties of her position cannot be reasonably performed by a pregnant woman, or the performance of

the employee's work is materially affected by the pregnancy, and the employee must, if requested by the Home, furnish medical proof of her fitness to resume her employment following her leave of absence.

- (m) The Employer shall continue to pay its share of the premium costs of insured benefits while on pregnancy and parental leave, provided the employee pays their portion of the premium cost sharing arrangements, if applicable.
- (n) Parental leave may begin no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.
- (o) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.
- (p) Parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.
- (q) Seniority will accrue based on the scheduled number of hours the employee was working prior to her leave.

#### 18.06 Jury or Witness Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who is called for jury selection, serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### 18.07 Education Leave

Where employees are required by the employer to take courses to upgrade or acquire new or additional employment qualifications or skills, in order to maintain their employment, the employer shall pay the full cost associated with the courses.

Leave of absence with pay, up to two (2) days per year without loss of seniority shall be granted to all employees for time to write examinations to improve job related skills and qualifications.

18.08 Leave for Union Conventions, etc.

Upon two (2) weeks' notice, the Employer shall allow a maximum of six (6) employees at any one time, leave of absence without pay in order that they may attend union conventions, conferences or seminars.

The employer may grant, if suitable replacements are available at non-overtime rates of pay, additional leaves for up to 4 employees to attend. Granting of such additional leaves would be subject to the operations of the home and not the subject of a grievance.

**ARTICLE 19 EMPLOYEE BENEFITS**

The following benefits shall commence upon completion of the probationary period.

19.01 (a) Life Insurance – Group Life

The Employer shall pay 100% of the premium for Life Insurance.

- (1) Life Insurance \$30,000
- (2) A.D. & D. of \$30,000

All in accordance with the provisions of the Plan.

(b) Drug Plan

The Employer shall pay 100% of the premium for the Green Shield or equivalent Extended Health Care Plan, excluding semi-private coverage, with eye care rider of up to \$300.00 every two years (effective two months following ratification). A drug card (no deductions) shall be provided to each employee which shall allow for a \$7.50 cap on the dispensing fee. Reimbursement for prescribed drugs covered by the Plan and will be based on the cost of the lowest costed interchangeable drug, unless there is a documented adverse reaction to the drug, or where the employee's doctor stipulated in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

(c) Dental Plan

Green Shield Dental Plan or equivalent comparable to Blue Cross #9 with current O.D.A. schedules, with the Employer paying 75% of premium.

- (d) The Employer shall provide the union with a copy of the benefit booklet. In the event the employer changes benefit carriers, the employer shall provide the union with at least 60 days' notice of change. Such change shall not result in a reduction of benefits identified in the collective agreement.

## **ARTICLE 20 PENSION PLAN**

- 20.00 In this Article, the terms used shall have the meanings as described:
- 20.01 “Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.
- “Applicable Wages” means the basic straight time wages for all hours worked and in addition:
- 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 and similar payments 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.
- 20.02 Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to 4% of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to 4% of applicable wages to the Plan.
- 20.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- 20.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

20.05 The Employer agrees to provide to the Executive Director of the Plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Executive Director may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 20.05 of the agreement are:

i) To be Provided Once Only at Plan Commencement:

Date of Hire  
Date of Birth  
Date of First Contribution  
Seniority List to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)

ii) To be Provided with each Remittance:

Name  
Social Insurance Number  
Monthly Remittance  
Pensionable Earnings  
YTD Pension Contributions  
Employer portion of arrears owing due to error, or late enrolment by the employer.

iii) To be Provided Once, and if Status Changes:

Full Address as provided to the Home  
Termination date where applicable (MMDDYY)

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

Gender  
Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

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

**ARTICLE 21 GENERAL**

21.01 No Other Agreements

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

21.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to her union steward, who will provide him/her with a copy of the Collective Agreement. Cost of supplying such copies shall be shared equally by the Employer and the Union.

21.03 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and the secretary of the local Union, with a copy to the assigned CUPE National Representative.

21.04 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and other notices of union affairs.

## **ARTICLE 22 OPERATING COMMITTEE**

### **22.01 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) Four (4) members of the Union, selected by the Union, and an equal number of management representatives, at a time and place mutually satisfactory.
- b) The Committee shall meet every two (2) months unless otherwise agreed. The duties of chairperson and secretary shall alternate between the parties.
- c) Where possible, agenda items will be exchanged in writing at least seven (7) calendar days prior to the meeting. Minutes shall be taken at each meeting, reviewed after and agreed upon by the parties. The minute shall be provided to all members of the committee and posted on the staff room bulletin board.
- d) The purpose of the Committee includes:
  - Promoting and providing effective and meaningful communication of information and ideas;
  - Discussing and reviewing matters, which are of mutual benefit to the parties, but shall not include items or issues that are properly dealt with under the grievance procedure or through negotiations.
- e) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. Such meetings will be scheduled with due consideration of the operation of the Care Community.

The CUPE National Representative and/or a Representative of the Employer may attend the meeting upon request of either party.

## **ARTICLE 23 UNIFORMS AND CLOTHING ALLOWANCE**

23.01 Employees required to wear uniforms shall have these supplied and laundered by the Home. In the alternative, the Employer shall pay such employees \$ 65.00 semi-annually (each January and July) toward such cost

of uniforms. This provision applies only to those who have attained seniority as full-time employees.

- 23.02 Kitchen staff will be supplied with a ready supply of aprons and laboratory style coats.

**ARTICLE 24 PART-TIME (24 hours per week or less)**

- 24.01 Part-time employees are defined as employees who are regularly scheduled to work 24 hours per week or less.
- 24.02 Seniority for part-time employee shall be based on actual hours worked, i.e. 1800 hours equals one years' seniority.
- 24.03 Part-time employees shall receive 13.5% in lieu of sick leave, health and welfare, stat holiday pay and uniform allowance. The in lieu shall be over and above the rates of pay in Schedule "A".
- 24.04 The payment in lieu shall commence on completion of probation or six (6) months whichever comes first.
- 24.05 A student is defined as a person enrolled full-time in a registered educational institution who is under the age of twenty-five (25) and is not subject to the payment in-lieu.

**ARTICLE 25 NEGOTIATING COMMITTEE**

- 25.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper union authorization. To facilitate proper representation, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to conduct Union-Employer business.
- 25.02 A Union bargaining committee shall be appointed and consist of not more than four (4) members of the local. The Union will advise the Employer of the Union nominees to the Committee.
- 25.03 A maximum of four (4) employees who are on the negotiating committee shall receive the regular straight time rate for their classification for all hours they would have been scheduled to work, but were spent in negotiations or conciliation sessions with the Employer, for the purpose of renewing or amending this Collective Agreement.

## **ARTICLE 26 PAYMENT OF WAGES AND ALLOWANCES**

- 26.01 (a) All employees shall be paid bi-weekly on every second Friday for the payroll period ending the previous Wednesday.
- (b) Pay cheque notices shall be available by noon on payday for all Employees.
- (c) An employee shall be paid at the appropriate hourly rate for her classification as set out in Schedule “A” attached and forming part of this Agreement.
- (d) In the event the Employer makes an error on an employee’s pay, the correction will be made in the pay period following the date on which the error comes to the Employer’s attention. If the error results in an employee being underpaid by one (1) day’s pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error. If the error results in an overpayment, the employer shall advise the employee of the overpayment and make arrangements for repayment of the overpaid amount.

### 26.02 Payment of Wages

When an employee is promoted to a classification bearing a higher rate of pay, she shall be placed in the wage grid (Schedule “A”) at a level which provides a higher rate of pay than she was being paid on the job from which she was promoted.

### 26.03 Pay on Temporary Transfer – Higher Rated Job

When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced. When she is temporarily assigned to a higher rated job, for two (2) hours or more, she shall be paid the higher rate of pay for the duration of such assignment.

- 26.04 When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the

new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

26.05 At the time of hire, RPN's shall be given credit for years of experience. For each two years of full-time recent and related experience, the RPN shall be credited with one level on the wage grid to the maximum of the grid.

For part-time employees this shall be for each four (4) years of recent and related experience.

## **ARTICLE 27 HEALTH AND SAFETY COMMITTEE**

27.01 A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Union representatives shall be appointed by the Union and the Union shall advise the Employer in writing of the names of such representatives. The Health and Safety Committee shall hold meetings at least once every three (3) months or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and recommending improvements in health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

The Committee shall have the powers bestowed on it and abide by the *Ontario Occupational Health and Safety Act* as amended from time to time.

Time spent by members of the Committee in the course of their duties shall be paid in accordance with the terms of the *Ontario Health and Safety Act*.

## **ARTICLE 28 RETROACTIVITY**

28.01 All employees on payroll at January 1, 2019 shall receive wage increases identified in schedule "A" effective to that date, payable within 3 full pay periods following ratification.

Increases to the salary schedule shall be retroactive to January 1, 2019.

Where employees have left the employ of the Employer they shall be entitled to the pro-rated amount of such payments.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

**ARTICLE 29 TERM**

29.01 This Agreement shall be binding and remain in effect from **January 1, 2019** to **December 31, 2020** and shall continue from year to year thereafter unless either party gives to the other party, notice in writing that it desires its termination or amendment. Such notice of desire shall be sent between the period of 90 days prior to the termination date and said termination date.

SIGNED THIS DAY OF 2022, AT , ONTARIO.

SIGNED ON BEHALF OF  
BRADFORD VALLEY CARE  
COMMUNITY

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND  
ITS LOCAL 1221

*Sean Wilson*  
Sean Wilson (Nov 25, 2022 13:40 EST)

**SCHEDULE "A"**

<b>Position</b>	<b>Step</b>	<b>Expired</b>	<b>1-Jan-19</b>	<b>1-Jan-20</b>	<b>RPN Wage Adjustment</b>	
R.P.N.		Expired	1.40%	1.50%	(0.15) cents	
		Start	23.10	23.42	23.77	23.92
		450 hrs.	24.02	24.36	24.72	24.87
		1 year	24.37	24.71	25.08	25.23
		2 years	24.97	25.32	25.70	25.85
		3 years	26.22	26.59	26.99	27.14

<b>Position</b>	<b>Step</b>	<b>Expired</b>	<b>1-Jan-19</b>	<b>1-Jan-20</b>
Attend 1/Activity Aides	Start	19.33	19.60	19.89
	450 hrs.	19.81	20.09	20.39
	1 year	20.32	20.60	20.91
	2 years	21.11	21.41	21.73
	3 years	21.99	22.30	22.63
P.S.W.	Start	19.33	19.60	19.89
	450 hrs.	19.81	20.09	20.39
	1 year	20.32	20.60	20.91
	2 years	21.11	21.41	21.73
	3 years	21.99	22.30	22.63
**Cook	Start	19.28	19.55	19.84
	450 hrs.	19.77	20.05	20.35
	1 year	20.28	20.56	20.87
	2 years	21.05	21.34	21.66
	3 years	21.94	22.25	22.58
DHL	Start	17.70	17.95	18.22
	450 hrs.	18.23	18.49	18.76
	1 year	18.84	19.10	19.39
	2 years	19.42	19.69	19.99
	3 years	20.31	20.59	20.90

Maintenance	Start	22.48	22.79	23.14
	450 hrs.	23.06	23.38	23.73
	1 year	23.73	24.06	24.42
	2 years	24.34	24.68	25.05
	3 years	25.55	25.91	26.30
Maintenance Assistant	Start	18.89	19.15	19.44
	450 hrs.	19.12	19.39	19.68
	1 year	19.42	19.69	19.99
	2 years	19.67	19.95	20.24
	3 years	20.05	20.33	20.64
Restorative Aid	Start	19.34	19.61	19.90
	450 hrs.	19.81	20.09	20.39
	1 year	20.32	20.60	20.91
	2 years	21.11	21.41	21.73
	3 years	21.99	22.30	22.63
C.S.A	Start	16.50	16.73	16.98
	412.5 hrs.	16.93	17.17	17.42
	1 year	17.36	17.60	17.87
	2 years	17.89	18.14	18.41
	3 years	18.64	18.90	19.18

Above rates include and conclude pay equity.

**\*\* Cooks with their Provincial Cook Designation shall continue to receive a \$0.25 per hour premium.**



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**BRADFORD VALLEY CARE COMMUNITY**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1221**

**RE: RECOGNITION OF FLEXIBLE SCHEDULING/DROPPING SHIFTS**

The parties agree and recognize the need for flexible scheduling. This letter of understanding is specific to the needs of the Employer and Workers of Bradford Valley. The parties agree that this letter will not be used in any other setting, for any other purpose except as negotiated specifically for Bradford Valley.

Where a full-time employee, who has at least five (5) years' service wishes to reduce their 75-hour schedule to 7, 8 or 9 shifts, they must apply in writing to their department head. Employees must apply in writing in September of each calendar year if they wish to continue.

It is understood and agreed that the employee shall continue:

- To receive full health and welfare benefits but will have deducted from their pay cheque an amount equal to the reduction in hours (prorated based on the relation to full-time – example 9 shifts – 10%).
- Sick leave accrual shall be based on 1 day (7.5 hours) for each 162.5 hours paid.

It is further understood and agreed that when the employee vacates their position on a permanent basis, the position will be posted as a 10-shift position, unless otherwise agreed between the parties.

It is further agreed that from time-to-time other flexible scheduling arrangements may be agreed to between the Union and the Employer for the purposes of retention and recruitment and accommodation. Flexible arrangements made prior to this letter of understanding will be grandfathered. All arrangements will be in writing and in accordance to this letter or as agreed between the Union and the Employer.

.../2

DATED THIS DAY OF 2022.

FOR THE EMPLOYER:

FOR THE UNION:

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\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
*Sean Wilson*  
Sean Wilson (Nov 25, 2022 13:40 EST)  
\_\_\_\_\_  
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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**BRADFORD VALLEY CARE COMMUNITY**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1221**

**RE: KITCHEN HOUSEKEEPING & LAUNDRY AIDES – GRANDFATHERED**

The parties agree that the following individuals shall be paid as follows:

Natalie Chervona  
Mary Rubino  
Kim West

Jan. 1/09

18.31

Dated this            day of            2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

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\_\_\_\_\_  
  
*Sean Wilson*  
Sean Wilson (Nov 25, 2022 13:40 EST)  
  
\_\_\_\_\_

**APPENDIX 'C'**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**BRADFORD VALLEY CARE COMMUNITY  
AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1221**

**RE: SICK LEAVE PLAN**

The parties agree that the following provisions shall apply to employees who have elected to retain the existing sick leave provisions (below) as per the Memorandum of Settlement dated March 28, 2002 as it relates to the accrual of sick leave. (A list of employees who agreed to be covered as set out below is attached to this Letter.)

- **Annual Paid Sick Leave**

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 1/2) days for each month an employee is employed to a maximum of eighteen (18) days in any calendar year.

- **Unused Sick Leave**

The unused portion of an employee's sick leave shall accrue for his future benefits.

- **Sick Leave on Termination**

An employee having accrued sick leave to his credit, with more than five (5) year's continuous and uninterrupted service, shall on severance or retirement, be entitled to be paid at the rate of pay effective immediately prior to severance or retirement, the equivalent of fifty percent (50%) of his accumulated sick leave credits.

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**BRADFORD VALLEY CARE COMMUNITY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1221**

**RE: VACATION SCHEDULING 2020**

Notwithstanding Article 16.06, the parties agree to trial for the vacation year of July 1, 2020 to June 30, 2021 the following vacation process. The parties will meet for a Labour Management Meeting in January 2021 to discuss on whether to continue the process. For clarity, during the trial period 16.06 shall not apply.

Scheduling

- a) For vacation requests during the months of July 1st to December 31<sup>st</sup> of each year:
  - i. Each employee to indicate their choice for their vacation, prior to March 15<sup>th</sup>. In the event of conflict, seniority shall govern. The approved vacation will be posted by May 15<sup>th</sup>.
  - ii. Any Employee who will be denied their vacation preference, will be contacted for alternate vacation preference prior to May 15<sup>th</sup> and will have two (2) business days to provide a response.
  
- b) For vacation requests during the months of January 1st to June 30<sup>th</sup> of each year:
  - i. Each employee to indicate their choice for their vacation, prior to September 15<sup>th</sup>. In the event of conflict, seniority shall govern. The approved vacation will be posted by November 1<sup>st</sup>.
  - ii. Any Employee who will be denied their vacation preference, will be contacted for alternate vacation preference prior to November 1<sup>st</sup> and will have two (2) business days to provide a response.

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