

COLLECTIVE AGREEMENT

between

BETHANY LODGE MANOR

Hereinafter called "The Employer"
Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3268

Hereinafter called "The Union"
Party of the Second Part

Expires March 31, 2020

Contents

PREAMBLE	3
ARTICLE 1 – MANAGEMENT RIGHTS	3
ARTICLE 2 – RECOGNITION AND NEGOTIATION	4
ARTICLE 3 – NO STRIKES – NO LOCKOUTS	5
ARTICLE 4 – WORKPLACE DISCRIMINATION, VIOLENCE & HARASSMENT	5
ARTICLE 5 – CHECK OFF AND UNION DUES	5
ARTICLE 6 – CORRESPONDENCE.....	6
ARTICLE 7 – LABOUR MANAGEMENT COMMITTEES	6
ARTICLE 8 – GRIEVANCE PROCEDURE	9
ARTICLE 9 – MEDIATION & ARBITRATION	12
ARTICLE 10 – DISCHARGE, SUSPENSION & DISCIPLINE	13
ARTICLE 11 – SENIORITY.....	14
ARTICLE 12 – JOB POSTINGS	16
ARTICLE 13 – LAYOFFS AND RECALLS.....	18
ARTICLE 14 – HOURS OF WORK	20
ARTICLE 15 – OVERTIME	22
ARTICLE 16 – PAID HOLIDAYS.....	23
ARTICLE 17 – VACATIONS.....	24
ARTICLE 18 – SICK LEAVE	27
ARTICLE 19 – LEAVES OF ABSENCE.....	30
ARTICLE 20 – PAYMENT OF WAGES & ALLOWANCES	34
ARTICLE 21 – EMPLOYEE BENEFIT PLANS	36
ARTICLE 22 – NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN.....	37
ARTICLE 23 – GENERAL CONDITIONS	39
ARTICLE 24 – TERM OF AGREEMENT	39

SCHEDULE "A" – WAGES (2017)41

SCHEDULE "A" – WAGES (2018)42

SCHEDULE "A" – WAGES (2019)43

LETTER OF UNDERSTANDING44

 REGARDING THE DEFINITION OF GROSS EARNINGS.....44

LETTER OF UNDERSTANDING45

SCHEDULE "B".....45

 RE: GRANDFATHERED EMPLOYEES.....45

LETTER OF UNDERSTANDING46

 RE: WEEKLY INDEMNITY PROGRAM.....46

PREAMBLE

It is the purpose of both parties to this Agreement:

- 1) to improve relations between the Employer and the Union and provide settled conditions of employment;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service;
- 3) to encourage efficiency in operations;
- 4) to promote the morale, well-being and security of all Employees in the bargaining unit of the Union;

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in this Collective Agreement.

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

The word "Employee" or "Employees" as used in this Agreement shall mean the Employees referred to in Article 2.01 of this Agreement, which Employees are within the bargaining unit for which the Union is certified as the bargaining agent.

ARTICLE 1 – MANAGEMENT RIGHTS

- 1.01 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 to:
- (a) determine and establish standards, policies and procedures for the care, welfare, safety and comfort of the residents of the Employer.
 - (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations. All new rules and regulations should be communicated to the Union before the posting of any new policy;
 - (c) to hire, transfer, lay-off, promote, demote, classify and assign duties;
 - (d) to discharge, suspend or otherwise discipline Employees for just cause;
 - (e) to plan, direct and control the work of the Employees and the operations of the Employer.
- 1.02 The Employer agrees that the rights set out herein shall be exercised reasonably, fairly and in good faith, and in a manner consistent with the Collective Agreement.

ARTICLE 2 – RECOGNITION AND NEGOTIATION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3268 as the sole and exclusive bargaining agent of all Employees at Bethany Lodge in Unionville save and except professional medical staff, registered graduate and undergraduate nurse, technical, office and clerical Employees, supervisors and persons above the rank of Supervisor.
- 2.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- 2.03 Work of Bargaining Unit
- (a) Person whose jobs (paid or unpaid) are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.
 - (b) It is understood, however, that Management Personnel may perform work for the purpose of instructing members of the bargaining unit, for experimental purposes, or in emergencies.
 - (c) It is also understood and agreed that unpaid volunteers may perform services which are normally performed by volunteers, in order to enhance the care and well-being of the residents.
- 2.04 The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meeting with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 2.05 The Union shall have the right at any time to have the assistance of a designated National Representative of CUPE when dealing with or negotiating with the Employer. The representative shall have reasonable access to the Employer's premises upon notification to the Employer in order to handle grievances, attend meetings, and deal with matters arising out of this Collective Agreement.
- 2.06 Stewards shall have the right to investigate and process grievances arising under this Agreement for reasonable periods during their working hours, without loss of pay. Prior to conducting Union business during working hours, the Steward will 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.

The Employer shall pay stewards and Committee members their respective wages for all time lost from regularly scheduled hours while attending meetings with the Employer and investigating and/or processing grievances, up to but not including the arbitration stage.

- 2.07 The Employer 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 unscheduled 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 the employment, is not a breach of the Agreement.

ARTICLE 3 – NO STRIKES – NO LOCKOUTS

- 3.01 The Employer will not cause or direct any lockout of its Employees and the Union and Employees will not cause, direct, encourage or participate in any strike so long as this Agreement shall remain in effect. A strike or lockout shall be defined in the O.L.R.B - R.S.O. 1980, Chapter 22B as amended.

ARTICLE 4 – WORKPLACE DISCRIMINATION, VIOLENCE & HARASSMENT

4.01 Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by any of their representative or agents with respect to any Employee because of their membership or non-membership in the Union.

The Employer and the Union agree 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 or marital status, place of residence nor by reason of their membership or activity in the Union.

All Employees will be protected against discrimination respecting their human rights and employment in all matters defined in the Human Rights Code including age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, record of offences, sex and sexual orientation.

The Parties agree to be bound by the Human Rights Code.

ARTICLE 5 – CHECK OFF AND UNION DUES

5.01 Union Membership Requirement

As a condition of employment, all Employees shall become and remain members in good standing of the Union upon completion of the probationary period.

5.02 Check-Off Payments

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

The Employer will start to deduct dues upon commencement of employment.

5.03 Deductions

Deductions shall be forwarded in one (1) cheque to the National Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, classifications and number of hours paid of Employees from whose wages the deductions have been made.

5.04 The Employer agrees that they will indicate the amount of Union dues deducted on each Employee's T-4 slip.

5.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

ARTICLE 6 – CORRESPONDENCE

6.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Administrator or designate and the Recording Secretary of the Local Union with a copy to the CUPE National Representative.

ARTICLE 7 – LABOUR MANAGEMENT COMMITTEES

Union – Management – Relations – Committees

7.01 Interviewing Opportunity

On commencing employment, the Employee's immediate supervisor shall introduce the new Employee to their Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of twenty (20) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

7.02 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees.

7.03 Function of Committee

The Committee shall concern itself with the following general matters:

- 1) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;

- 2) promoting safety and sanitary practices;
- 3) reviewing suggestions from Employees, question of working conditions.

7.04 Meetings and Committee

The Committee shall meet at least once every three (3) months or more or less frequently, as deemed necessary by the committee, at a mutually agreeable time and place. Either party may request a meeting by providing written request along with the agenda, at least seven (7) days in advance of the meeting. Employees shall not suffer any loss of pay for time spent attending meetings.

7.05 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

7.06 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and distributed to the Committee members within 10 days of the meeting. They will be reviewed and signed by the members of the Committee at the next Committee meeting. The Union, the CUPE Representative and the Employer shall receive signed copies of the minutes. One (1) copy of the signed minutes shall be posted on the Union bulletin board.

7.07 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.08 Workload Committee

- (a) The Employer agrees to keep the Facility properly staffed at all times.

When an Employee, who is regularly scheduled to work is unable to be present for any reason, the Employer shall call in a replacement as soon as is practically possible. The classification of the replacement shall, if possible, be the same as the person they is covering for.

Where the parties mutually agree this article may be waived on a case-by-case basis. Such request will not be unreasonably denied by the union.

- (b) The parties agree that Workload is an appropriate topic for discussion at the parties joint Labour Management Committee. Should the Union wish to use its own forms for

documenting workload concerns of its members the Employer does not object to its use as long as the completion of the forms is done on the Employee's own time.

7.09 Bargaining Committee

The Employer acknowledges the Union's right to appoint or otherwise select a Negotiating Committee composed of not more than three (3) Employees and will recognize and deal with the said committee. Such Employees shall suffer no loss of pay for time spent during scheduled hours in negotiations with the Employer for the renewal of this agreement up to and including conciliation and mediation but not including arbitration under HLDA.

7.10 Health & Safety

The Union and the Employer agree to co-operate in the promotion of safe working habits and conditions. The Parties agree that there is an obligation on the part of the Employees to work in a safe and efficient manner.

7.11 Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings at least quarterly or more frequently if requested by the Union or by the Employer for jointly considering monitoring, inspecting, investigating, reviewing and improving Health and Safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.

A minimum of one (1) Union Health and Safety member will be certified at no cost to the employee. It is understood that the employee will continue to receive their regular wages, benefits and seniority while attending the certification training.

7.12 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties during regularly scheduled working hours shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

7.13 (a) Resident Abuse

The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by Employees will not be tolerated. The parties further agree to cooperate with the Employer to promote an abuse free environment for all residents.

(b) Staff Abuse

The Employer agrees to develop explicit policies and procedures to deal with abuse of staff, in consultation with the Union Representatives. The policy will address the prevention, identification and resolution of staff abuse. The policies and procedures shall be part of the Employer's Health and Safety policy and written copies shall be provided to each employee.

7.14 Influenza Vaccination

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

- (a) The Employer recognizes that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This letter shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 (a) A grievance under this agreement shall be defined as any difference or dispute between an Employee and the Employer or between the parties hereto relating to the interpretation, application, or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.
- (b) An Employee subject to disciplinary action which is to be recorded in the Employee's personal file, shall be advised of their right to be accompanied by the Union Steward or Union committee member or, if either of the above are not available, a member representative of the Employee's choice who is working on the current shift.

- 8.02 The Employer acknowledges the right of the Union to appoint up to four (4) stewards, whose duties shall be to assist any Employee whom the steward represents, in presenting their grievance in accordance with the grievance procedure.

The Employee shall be accompanied by a Union Representative where the Employee specifically requests such representation.

- 8.03 The Union shall notify the Employer in writing of the name of each steward and the department(s) they represent and the name of the chief steward, before the Employer shall be required to recognize their.

- 8.04 All complaints and grievances shall be taken up in the following manner:

Step 1

It is the mutual desire of the parties hereto that complaints be resolved as quickly as possible. And it is generally understood that an Employee has no grievance until they have first given their supervisor an opportunity of resolving their verbal complaint. Such complaint shall be discussed with their immediate supervisor. This discussion may include consultation, advice and assistance from others. An employee if they desire shall be accompanied by a Union Steward/Officer.

An Employee shall refer verbal complaints to their supervisor within seven (7) working days of the actual occurrence leading to the complaint. The supervisor shall verbally respond to such complaint within five (5) working days.

Step 2

Failing a satisfactory resolution, the Union may lodge a grievance in writing to the supervisor or Director of Care (Nursing Division only) within seven (7) working days of receipt of the supervisor's reply under Step #1. The supervisor or Director of Care shall provide a written reply to the grievance within five (5) working days from receipt of the grievance. The Employee shall be entitled to Union representation.

Any resolutions reached at Step #2 will be without prejudice and precedent.

Step 3

Failing a satisfactory settlement, the Union may lodge a grievance in writing to the Administrator or their designated representative within seven (7) working days of receipt of the supervisor's reply under Step #2. A meeting will then be held between the Administrator or their designated representative and the Employee. It is understood that at such a meeting the Administrator or their designated representative may have such counsel and assistance as they may desire, and that the Employee may have their Representative. The CUPE National Representative assigned to the Local may also be present at the request of the Union Local. The decision of the Administrator or their designated representative shall be given in writing within five (5) working days following the meeting.

Step 4

Failing a satisfactory settlement being reached at Step 3, either party may refer the grievance to Arbitration within ten (10) working days after a decision is given under Step #3.

Written Statements

When a grievance is submitted in writing by either the Employer, Union or the Employee it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the parties involved, if other than the grievor, the remedies sought, and the clause or clauses of the Agreement allegedly said to be violated.

8.05 Policy Grievances

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union commencing at Step 3.

8.06 Group Grievances

Where a grievance involves a group of Employees in the same department, it may be initiated at Step 1. Group Grievances involving a group of Employees in two or more departments shall be filed at Step 2.

8.07 Job Postings

Any grievance of an Employee with respect to not being selected for a position under the Job Posting procedure shall be initiated at Step 2 within seven (7) working days of the Employee receiving notification that they were not selected for the position for which they applied. If such position is within a department other than the Employee's department the grievance shall be in which the vacancy occurred.

8.08 In determining the time within any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays. Any of the time allowances above may be extended by mutual agreement of the parties. Any agreement to extend the time for processing a grievance will be valid only if signed by the Administrator or their designate and the Union Representative.

8.09 Either party to this Collective Agreement may lodge a grievance in writing with the other party within ten (10) days of the occurrence over any difference between the parties in connection with the interpretation, application, administration or other terms and conditions including whether a matter is arbitrable. Such grievance shall start at Step 2.

The party receiving the grievance shall respond within five (5) working days following receipt of the grievance.

8.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with aggrieved Employee for the purpose of resolving the grievance.

8.11 Agreements re Grievances

All agreements reached under the grievance procedure between the Employer and its representatives, and the Union and its representatives, will be final and binding upon the Employer, the Union and the Employee(s) involved.

ARTICLE 9 – MEDIATION & ARBITRATION

9.01 Grievance Mediation

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

9.02 The parties agree that grievances not resolved through the grievance procedure will be submitted to a single arbitrator.

9.03 If the parties agree, they shall endeavor to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, either party may request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.

9.04 Upon mutual agreement, the Union and the Employer may agree to an Arbitration Board. Within ten (10) working days of being agreed, the Union and the Employer will notify each other of their nominee to the Arbitration Board.

- 9.05 The two nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson within one (1) calendar month, either party may request the Minister of Labour for Ontario, in writing, to appoint a Chairperson. A copy of such request shall be forwarded concurrently to the other nominee to the Board.
- 9.06 In the grievance and arbitration procedures, the Union shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Grievance Procedure.
- 9.07 The Arbitration Board, or single arbitrator, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon the Union, The Employer and upon any Employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 9.08 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 9.09 The Arbitration Board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement.
- 9.10 Once a grievance has been processed to arbitration, both parties may, agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union. Time spent in attendance at mediation during an Employee's regular working hours shall be without loss of pay. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice.
- 9.11 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.
- 9.12 The parties agree that in the interest of expediting resolutions of issues, in a cost effective manner, that either party may request the use of Grievance Mediation Services. Each party shall share the cost of the mediation.

ARTICLE 10 – DISCHARGE, SUSPENSION & DISCIPLINE

10.01 Personnel Records

An Employee shall, upon written request to their supervisor, have the right at any time to have access to and review their personnel record, within two (2) working days of request.

The review shall take place in the presence of, and at time convenient to the supervisor or his their designate.

The Employee may request union representation when reviewing their personnel record.

Any disagreement as to the accuracy of information not previously disclosed to the Employee contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

An Employee shall have the right to make copies of any material contained in their personnel record. It is understood that the Employee's file, or any part thereof, must not be removed from the premises.

10.02 Letters of Reprimand

Letters of Reprimand are to be removed from the Employee's records after twelve (12) months have elapsed from the date of the letter of reprimand and during which the employee has remained discipline free.

Suspensions will be removed from the Employee's records after eighteen (18) months have elapsed from the date of suspension and during which the employee has remained discipline free.

Discipline related to resident abuse, violence, or sexual harassment will be removed from the Employee's file after twenty-four (24) months have elapsed from the date of discipline and during which the employee has remained discipline free.

10.03 Discharge, Suspension Grievance

- (a) In the event an Employee who has completed probation is dismissed or suspended from employment and the Employee contends that the dismissal or suspension is without just and sufficient cause, the matter may be taken up as a grievance in accordance with Article 8.
- (b) Such grievance shall start at Step 2 of the grievance procedure and be processed in accordance with the provisions of that Section (8.04, Step 2).
- (c) Dismissal or suspension grievances will be settled by confirming the Employer's action or by reinstating the Employee in a manner that is just and equitable in the opinion of the conferring Parties or the Board of Arbitration, as the case may be.

10.04 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly, in writing, by the Employer as to the reason for such discharge or suspension.

ARTICLE 11 – SENIORITY

- 11.01 (a) Seniority for full-time Employees shall mean length of service in the bargaining unit from the last date of hiring. Part-time Employees will accumulate seniority on the basis of one (1) year for each 1800 hours worked from their last date of hiring.

When transferring from full-time to part-time and vice versa, the seniority date of hire shall be adjusted to reflect the period that the Employee worked full-time and part-time.

- (b) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis. Credit will be given for service with the Employer prior to the certification or recognition of the Union that is from the Employee's last date of hire.

Part time Employees seniority is 1800 hours = one (1) year.

Part-time Employees will accrue seniority up to a cap of 1800 hours per year.

11.02 The Employer shall maintain a seniority list for Employees in the bargaining unit. An up-to-date seniority list shall be sent to the Union one week prior to the Employer posting it for review. Seniority lists shall be posted twice per year in January and July.

11.03 A newly hired Employee shall be considered on probation for a period of three (3) months from date of hire. Part-time Employees will be on probation for 450 hours. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement except with the respect to discharge. The employment of such Employee(s) may be terminated any time during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 4 as a basis of termination. After completion of the probationary period, seniority shall be effective from the last date of hiring.

The Employer may extend the probationary period thirty (30) working days upon agreement between the Union, Employer and Employee involved. The Employer will outline the reasons and rationale for such extension.

In the case of both full-time and part-time probation, the probationary period shall not include leaves of absences and as such the probationary period will be extended to cover any leaves of absences.

In the event that an Employee increases their educational qualifications to a level that allows them to transfer to a new classification (e.g.: HCA to RPN) the Employees' facility wide seniority shall be carried to the new classification. In the case where the individual successfully posts into a position in the new classification, the individual shall be placed on trial for a period of forty (40) working shifts. Such trial shall be subject to the provisions of Article 12.

11.04 An Employee shall lose their seniority and shall be deemed terminated in the event:

- a) They are discharged for just cause and is not reinstated;
- b) They resigns or quits:
- c) They fails to notify the Employer of their intention to return to work within forty-eight (48) hours of receiving notification of recall by registered mail or fails to return to work within fourteen (14) calendar days after being notified by registered mail, delivered to

their current address, unless unable to do so because of sickness or accident, of their recall from lay-off. It shall be the responsibility of the Employee to keep the Employer informed of their current address.

- d) Absence occasioned by illness for more than twenty-four (24) months;

The parties agree this provision is to apply in accordance with the Human Rights Code.

- e) They is absent from work in excess of three (3) working days without a satisfactory reason;
- f) The Employee has been laid off and not recalled to work for eighteen (18) months.
- g) The Employee is a unscheduled part-time Employee and has not provided up to date availability or accepted a shift in six (6) months.

11.05 Transfer and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving, but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) days. If an Employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority, such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

ARTICLE 12 – JOB POSTINGS

- 12.01 (a) When a vacancy of a temporary or permanent nature occurs due to a resignation or termination, or a temporary vacancy exceeding two (2) months occurs, or when a new position is created within the bargaining unit, the Employer shall post notices of the position on the Employer's bulletin board(s) for a minimum of seven (7) working days unless informed by the Employer of intentions not to fill the position.

Full-time vacancies not expected to exceed two (2) months shall be offered to scheduled part-time staff, in the classification, in order of seniority. If not filled then it shall be offered to unscheduled part-time staff, in the classification, in order of seniority. Notwithstanding, full-time employees who have expressed a wish to be considered for such vacancies by submitting a written request to Human Resources shall be considered first in order of seniority. The union will be notified of the vacancy and the successful applicant prior to the filling of the vacancy. Should the position remain vacant upon the conclusion of two (2) months, the employee in the position shall be returned to their regular position and the vacancy shall be posted in accordance with this Article, unless all parties agree to extend the term.

- (b) The job posting notice shall stipulate the position open, qualifications required, department and shift(s) (at the time of posting).

- (c) The Employer may fill the vacancy on a temporary basis until the job posting provisions have been completed and fully processed.
- (d) The Employer may engage in outside advertising, however, no new Employees will be hired until the applications of bargaining unit Employees have been processed.
- (e) A probationary employee may not apply for a vacancy in another department until they have successfully completed the probation period.

12.02 Notwithstanding Article 12.01, postings for unscheduled part-time positions will remain on the Employer's bulletin board until staffing requirements are met. The postings will include the title, qualifications required and department. Names of successful internal and external candidates will be posted on the Employer's main bulletin board and provided to the Union.

12.03 All applications received will be considered within fourteen (14) days of the first day of posting of the notice. The Employer shall consider the qualifications, and ability, of the applicants and shall appoint the senior applicant having the required qualifications as outlined in the job posting. The name of the successful applicant will be posted on the Employer's main bulletin board and a copy sent to the union. Applicants who are not successful shall be notified in writing.

12.04 For the purposes of this Article the time limits shall not include weekends and paid holidays.

12.05 The successful applicant shall be placed on trial in the new position for a period of forty (40) working shifts. Such trial promotion or transfer shall become permanent after the trial period unless:

- The Employee feels that they are not suitable for the position and wishes to return to their former position; OR
- The Employer feels that the Employee is not suitable for the position and requires that they return to their former position.

In the event of either 1 or 2 above, the Employee will return to their former position and salary without loss of seniority. Any other Employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to their former position and salary without loss of seniority.

12.06 When a scheduled part-time line becomes vacant, a Notice of Interest will be posted for five (5) calendar days. Scheduled part-times employees in the same classification may express their interest in writing. The line will be awarded to the most senior scheduled part-time employee who has expressed interest. If no one is interested in the line it will be posted as a scheduled part-time vacancy in accordance with Article 12.

12.07 New Classification

When a new classification (which is covered by the terms of this agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the local union challenges the rate, it shall have the right

to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting, shall be retroactive to the date that notice of the new rate was given by the Employer. 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 rated for other classification in the bargaining unit having regard to the requirements of such classifications.

ARTICLE 13 – LAYOFFS AND RECALLS

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay off, employees shall be laid off in accordance with Article 11 – Seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.01 Definition

A layoff shall be defined as a reduction in the work force, or a change in status from full-time to part-time.

13.02 Notice of Lay Off

It is understood that temporary nature means a layoff which is thirteen (13) weeks or less.

It is understood that permanent or long-term nature means a layoff which will be longer than thirteen (13) weeks.

In the event of a layoff of a short-term or temporary nature, the Employer shall notify Employees who are to be laid off fourteen (14) calendar days before the layoff is to be effective.

In the event of a proposed lay off of a permanent and/or long-term nature the Employer will:

- (a) Provide the Union with at least three (3) months' notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) Provide affected employees with notice in accordance with the Employment Standards Act.
- (c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

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

13.03 Lay Off Procedure

- (a) In the event of lay off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- (b) An employee who is subject to lay-off shall have the right to either:
 - i. Accept the lay off; or
 - ii. Displace an employee who has:
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
- (c) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- (d) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
- (e) In the event that an employee is laid off from a full-time position, and provided that there are not other full-time positions available for which the employee is qualified and able to perform, the full-time employee shall then be allowed to displace a part-time employee with less seniority provided that the employee is qualified and able to do the work available.

13.04 Recall Procedure

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they meet the normal requirements of the job to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

13.05 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 14 – HOURS OF WORK

- 14.01 (a) The following is intended to define the normal hours of work for Employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week. Provided they have the required qualifications, an Employee's seniority shall be the determining factor in distribution of hours of work as outlined in Articles 14 and 15.
- (b) The regular work shift for full-time Employees shall be seven and one half (7.5) working hours per day exclusive of a one-half (1/2) hour meal period. The seven and one half (7.5) hours will be worked within an eight (8) hour period.
- (c) It is recognized that situations do arise in the Employer setting and on such occasions, Employees may be requested to interrupt their lunch period. However, the time lost by such interruption will be granted by allowing alternate free time in the shift or compensation at the Employee's option.
- 14.02 The hours and days of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance and for four (4) weeks at a time. All requests for days off shall be submitted one (1) week in advance of posting on the Employer provided form.
- 14.03 (a) No time will be changed after posting unless such changes are arranged by the Employees or the Employer is required to make changes to cover unplanned absences. Any requests by Employees to change the posted schedule must be submitted in writing to the supervisor and approved in writing by the supervisor. Changes by the Employer to the posted schedule must be agreeable to and accepted by the effected Employees.
- (b) Changes in the posted work schedule initiated by the Employees shall not result in overtime compensation or payment. Employees who accept shifts that arise from changes to the posted schedule are responsible for the shifts. Failure to attend such shifts may result in discipline unless the absence is due to illness confirmed by a doctor's certificate.
- (c) Shift changes shall not place an Employee into a position where they are working double shifts, unless approved by the supervisor.
- 14.04 Employees shall be permitted a fifteen (15) minute rest period in the first half and the second half of a shift in an area made available by the Employer. The Employer may add the second rest period to the one-half hour meal period with the Employee's consent.
- 14.05 The work week shall commence at 11:00 p.m. Sunday night for all employees except for nursing staff. The work week for nursing staff shall commence at 10:00 pm Sunday night.

14.06 Scheduling

- (a) The Employer shall endeavour to provide at least one (1) weekend off in two (2) weeks.
- (b) Permanent full-time Employees with twenty years (20) or more of service shall not be scheduled to work weekends unless such Employee(s) request to be scheduled for weekends.
- (c) Process for Filling Vacant Shifts
 - i. The following process shall be followed, in order, for filling vacant shifts prior to posting of the schedule:
 - Shifts shall be distributed on the basis of seniority and availability to scheduled Part-time Employees up to a maximum of fifty (50) hours in a bi-weekly period.
 - ii. The following process shall be followed, in order for filling replacement shifts after the schedule is posted:
 - Shifts shall be offered in the order of seniority to scheduled Part-time Employees up to a maximum of seventy-five (75) hours in a bi-weekly period. If no scheduled part-time employee is available for the shift then:
 - Shifts shall be offered in the order of seniority to unscheduled part-time employees.
- (d) Scheduled part-time and unscheduled part-time employees shall provide and keep up to date their availability for additional shifts. In the event an Employee does not provide up to date availability, the Employer is not required to offer the Employee vacant shifts.

14.07 Short Shifts

- (a) Shifts of less than seven and one half (7.5) hours will be scheduled as necessary to meet operational needs.
- (b) There will be no meal period or rest period in shifts of less than four (4) hours.
- (c) Employees working shifts of five (5) hours or less, but four (4) hours or more shall receive one fifteen (15) minute rest period.
- (d) Employees working on shifts of more than five (5) hours but less than seven and one half (7.5) hours shall receive one half (1/2) hour meal period and one fifteen (15) minute rest period.

14.08 Part Time Employees

- (a) A scheduled part-time Employee is an Employee who is regularly scheduled to work fifty (50) hours or less on average on a bi-weekly basis. An Employee who is not regularly scheduled shall be considered an unscheduled part-time Employee.

- (b) The Union and Employer will meet on a regular basis to review the schedules of all part-time employees to review compliance with Article 14.08.

14.09 Notwithstanding Article 14.06 (a), the Employer may create and post weekend positions in which it is understood that the successful candidates will be required to work every weekend.

ARTICLE 15 – OVERTIME

15.01 Overtime shall be paid for all hours worked over seven and a half (7.5) hours in a shift and seventy-five (75) hours bi-weekly, at the rate of time and one half (1.5) the Employee's regular rate of pay.

15.02 (a) If the major part of an Employee's shift is worked on any defined holiday, such Employee shall be paid at one and one half (1.5) times their regular rate for all work performed on that shift. The shift so defined will constitute the Employee's holiday shift.

- (b) An Employee who is absent on paid time during their scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or Union leave on scheduled days of work, shall be considered as if had worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

15.03 "Call Back" shall mean the calling into work of an Employee within eight (8) hours of the completion of a regularly scheduled shift. In the case of a "call back", an Employee shall be paid for the time actually worked at one and one half (1.5) times their applicable hourly rate for time actually worked but in no case will the Employee receive less than three hours of work or three hours pay at one and one half times their applicable hourly rate.

15.04 "Call In" shall mean the calling into work of an Employee on a regularly scheduled day off. In the case of a "call in", an Employee who is assigned less than four (4) hours of work shall be paid a minimum of four (4) hours at their applicable hourly rate unless they shall otherwise be entitled to receive overtime pay for such hours. The Employer shall call Employees in on the basis of seniority.

15.05 An Employee who reports for work at their regularly scheduled time has not been previously notified by a message left at their residence and is advised that there is no work available, shall be given at the Employer's option, four (4) hours work or four (4) hours pay at their applicable hourly rate. It shall be the responsibility of the Employee to keep the Employer informed of their current address and telephone number.

15.06 No Employee will be temporarily laid off from their scheduled shift in order to avoid overtime payment of time and one-half unless such change is mutually agreed between the Employee and the Employer.

15.07 Failure to provide at least twelve (12) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during such rest period unless the Employee agrees to waive such rest period.

15.08 Employees who are called in to work and who report for work within one half hour of the call shall be paid from the time of the call or the beginning of the shift, whichever, is less.

15.09 In the event overtime hours are required to be worked, shifts shall be offered on the basis of seniority in the following order:

- Full-time staff on shift;
- Part-time staff on shift;
- Full-time staff not on shift;
- Part-time staff not on shift.

15.10 Meal Breaks

An Employee required to work more than four (4) hours overtime shall be allowed a one-half hour meal break. All breaks shall be scheduled by the Employer. The Employer shall provide the Employee with a meal at no charge.

15.11 Overtime During Layoffs

There shall be no overtime worked in any operation except in cases of emergency or unforeseen operational requirements while there are available Employees on lay-off able to perform the work.

15.12 No pyramiding

There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay unless specified elsewhere in the Collective Agreement.

ARTICLE 16 – PAID HOLIDAYS

16.01 The Employer recognizes the following as paid holidays:

New Years Day	Christmas Day
Good Friday	Boxing Day
Victoria Day	Civic Holiday
Canada Day	Family Day
Labour Day	Thanksgiving Day
Two (2) float holidays.	

Float days to be prorated based on the length of time in the year that the employee is actively at work in a full-time position.

Twelve (12) paid holidays maximum.

16.02 In order to qualify for holiday pay, full-time Employees must work the last scheduled day before and the next scheduled day after the holiday:

16.03 Notwithstanding the provisions of Article 16.02 when an Employee is absent from the preceding and/or following shifts due to illness, the Employee will be eligible for one day's holiday pay during any one period of the illness.

16.04 Pay for Regularly Scheduled Work on a Paid Holiday

Subject to Article 16.02 a full-time Employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one day's pay.

Subject to Article 16.02 an Employee who is scheduled to work on the holiday and who does report to work shall receive pay at the rate of 1.5 times the Employee's regular rate of pay for work performed on such holiday. If the Holiday is Christmas Day, the employee shall receive two times (2x) the employees' rate of pay for all hours worked. In addition, full-time Employees will receive holiday pay equal to one (1) day's pay or one (1) day off with pay at a time designated by mutual agreement within sixty (60) days following the holiday. Such request shall not be unreasonably denied. If the holiday is not taken within sixty (60) days following the holiday, the day's pay shall be paid out to the Employee.

For paid holidays that fall on a Monday or Friday, the Employee who works the associated weekend shall work the holiday. Monday to Friday Employees shall have that day off as a paid holiday.

16.05 Subject to 16.02 any Employee scheduled to work on a holiday and who does not report for work shall forfeit their holiday and their holiday pay unless the absence is due to illness confirmed by a doctor's certificate, in which case the Employee will receive holiday pay.

16.06 Compensation for Paid Holidays Falling on Scheduled Day Off

Subject to Article 16.02 when any of the above-noted paid holidays falls on full-time Employee's scheduled day off, the Employee shall advise the Employer whether the Employee chooses to receive a day's pay or another day off with pay at a time designated by mutual agreement within sixty (60) days following the holiday. If the holiday is not taken within sixty (60) days following the holiday, the day's pay shall be paid out to the Employee.

16.07 Holiday pay will be computed on the basis of the number of hours the Employee normally works in a day as set out in Article 14.01.

ARTICLE 17 – VACATIONS

17.01 (1) Full-Time Employees

Annual vacations will be allowed for all Employees on staff in accordance with the following schedule.

- (a) Employees who have worked less than a year will be granted one (1) day of vacation for each month of service to a maximum of ten (10) days' vacation.

- (b) Employees with one (1) year of service shall receive two (2) weeks (10 days) vacation.
- (c) Employees with three (3) years of service shall receive three (3) weeks (15 days) vacation period.
- (d) Employees with eight (8) years' service shall receive four (4) weeks (20 days) vacation.
- (e) Employees with fifteen (15) years' service shall receive five (5) weeks (25 days) vacation.
- (f) Employees with twenty-two (22) years of service shall receive six (6) weeks (30 days) vacation.
- (g) Employees with twenty-seven (27) years of service shall receive seven (7) weeks (35 days) vacation.
- (h) Vacation pay shall be paid in accordance with Article 17.06.

(2) **Scheduled Part-Time and Unscheduled Part-Time Employees**

Scheduled Part-time and Unscheduled Part-Time Employees will receive annual vacation pay and vacation time off in accordance with the following schedule.

- (a) Employees who have worked less than a year will receive four percent (4%) of gross earnings for the vacation year and may take a maximum of unpaid vacation time off equal to four percent (4%) of hours paid.
- (b) Employees with one (1) year of service shall receive four percent (4%) of gross earnings for the vacation year and may take a maximum of unpaid vacation time off equal to four percent (4%) of hours paid.
- (c) Employees with three (3) years of service shall receive six percent (6%) of gross earnings for the vacation year and may take a maximum of unpaid vacation time off equal to six percent (6%) of hours paid.
- (d) Employees with eight (8) years of service shall receive eight percent (8%) of gross earnings for the vacation year and may take a maximum of unpaid vacation time off equal to eight percent (8%) of hours paid.
- (e) Employees with fifteen (15) years of service shall receive ten percent (10%) of gross earnings for the vacation year and may take a maximum of unpaid vacation time off equal to ten percent (10%) of hours paid.
- (f) Employees with twenty-two (22) years of service shall receive twelve percent (12%) of gross earnings for the vacation year and may take a maximum of unpaid vacation time off equal to twelve percent (12%) of hours paid.

- (g) Employees with twenty-seven (27) years of service shall receive fourteen (14) percent of gross earnings for the vacation year and may take a maximum of unpaid vacation time off equal to fourteen percent (14%) of hours paid.
- (h) Vacation pay for part-time Employees shall be paid in a lump sum on the first full pay period in July.

(3) Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the Employer.

17.02 The periods at which Employees shall take vacation shall:

- (a) Be based on the selection by the Employees according to seniority in each department, but shall be subject to the approval of the Administrator or designate having due concern for the proper operation of the Employer.
- (b) Every effort shall be made so that Employees may take their vacation during prime time, that is, during the period of May 1st to October 31st.

17.03 On March 15th each year, Management shall post a notice in each department informing Employees that by April 15th all Employees must advise their immediate supervisor of their choice of vacation dates between May 1st and October 31st in accordance with annual entitlement.

On September 15th each year, Management shall post a notice in each department informing Employees that by October 15th all Employees must advise their immediate supervisor of their choice of vacation dates between December 15th and January 15th in accordance with annual entitlement.

Management reserves the right to schedule vacation in accordance with its operational requirements. The maximum amount an Employee can have in their vacation bank at one time is equal to their annual vacation entitlement.

Vacation request submitted after the deadlines may be considered provided the proper staffing is maintained. These will be granted on a first come, first serve basis.

17.04 Not later than May 15th, Management shall post a notice in each department listing the names of all Employees with corresponding vacation schedule dates. The vacation once posted shall not be changed without consent of the Employee and Employer.

17.05 Employee vacations shall be scheduled in a continuous unbroken period unless a vacation split is arranged by mutual agreement between the Employer and individual Employee.

17.06 Full-time Employees shall receive vacation pay entitlement as time off with pay. Such vacation pay will equal their regular earnings for the number of vacation days/weeks to which they are

entitled. Vacation pay for part-time Employees shall be paid in a lump sum on the first full pay period in July.

17.07 In the event of a conflict in vacation period requests, preference shall be given to the Employee with the highest department seniority.

ARTICLE 18 – SICK LEAVE

18.01 Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income and will be granted to all Employees on the following basis:

- (a) Absence for injury compensable under the provision of the WSIB Act shall not be charged against sick leave credits.
- (b) Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization, day surgery or accident or the eighth (8th) calendar day of illness. Coverage to continue for seventeen (17) weeks at seventy percent (70%) of salary.
- (c) Current Employees to retain current sick leave credits. Such credits may be used to supplement weekly indemnity payments to full salary.
- (d) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of seven point five (7.5) hours (1 credit) for each period of one hundred and fifty (150) hours paid, to a maximum of one hundred and five (105) hours (14 credits). Providing credits are available, Employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.
- (e) Weekly indemnity plan to be effective on completion of the probation period.
- (f) Where an Employee's scheduled vacation is interrupted due to a serious illness requiring the Employee to be in attendance at a hospital, the period of such hospitalization shall be considered sick leave provided that the Employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the Employee's vacation which is deemed to be sick leave under the above provision will not be counted against the Employee's vacation credits.
- (g) An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that the Employee was unable to carry out their duties due to illness.

The Employer shall have the right to require an employee to produce a doctor's certificate for a period of less than three (3) days absence due to illness if an employee's record indicates a pattern of intermittent absenteeism. The cost of any certificate provided will be paid by the employer upon submission of a receipt.

An Employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least three (3) hours prior to the commencement of the shift unless impossible. An Employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of the shift unless impossible.

Failure to give notice may result in loss of sick leave benefits that day of absence.

The parties agree to discuss this provision at the Labour-Management Committee meeting.

- (h) In the event the home requires an Employee to undergo a medical examination, the Employee will be given reasonable paid time off to see their physician or to undergo the examination in the home, whichever the Employee prefers.
- (i) An Employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to seventeen (17) weeks prior to the expected date of delivery.
- (j) **Sick Leave Records**
No later than March 1st of each year the Employer shall advise each Employee, in writing, of the amount of sick leave accrued to their credit.
- (k) Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one half day.
- (l) Employees on extended sick leave or short term disability shall maintain reasonable communication with the Employer during the leave and provide medical certificates with expected return dates.

18.02 **Workplace Safety & Insurance Board**

Where an Employee is absent due to illness or injury which is compensable by Workplace Safety & Insurance Board (hereinafter shown as WSIB), the following shall apply:

- (a) The Employer shall continue to pay its share of premiums for benefit plans for Employees who are on WSIB. It is understood that the obligation of the Employer to pay the aforesaid premiums while on WSIB shall continue only so long as the employment relationship between the Employer and the Employee continues.
- (b) 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.
- (c) 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.

- 18.03 In case of an absence due to a compensable accident, the Employee will be paid at their regular rate of pay for all scheduled hours on the day of the accident.
- 18.04 In case of an absence due to a compensable accident, where the anticipated length of such absence is thirty (30) days or more, the Employer will post notice of the vacancy in accordance with the temporary vacancies job posting procedure of this Agreement. Where the anticipated absence is less than thirty (30) days, the Employer may fill the position at their discretion.
- 18.05 The injured Employee shall have a period of two (2) years from the date of the injury within which they shall preserve the seniority which they have accrued in accordance with Article 11 and within which they shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the Employee has the physical capability to perform their normal job.
- 18.06 If a full-time Employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim or illness, and the Employee's former permanent position still exists, the Employee will be returned to their former job, former shift if designated, classification and rate of pay. All Employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 18.07 If an Employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to two (2) full year mentioned in Article 18.05 above, they shall be returned to their former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 11. (This would be effected by the returning Employee displacing the Employee with the least seniority in the category to which they are returning).
- 18.08 If, on the recommendation of the WSIB or the Employee's physician, the Employee is capable only of performing work of a lighter nature the Employer and the Union will review all work currently within the bargaining unit as well as work contracted out with the view of placing an injured, ill, Employee where possible.
- 18.09 In the event that the Employer challenges WSIB claim, an Employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB if their claim was approved, or the benefit to which they would be entitled under the sick leave plan, Article 18. Payment under the Article will only be provided if the Employee provides evidence of a disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payment will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the Employee would be entitled under the sick leave plan, Article 18.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Personal Leaves of Absence

The Employer may grant a request for a leave of absence without pay and without loss of seniority provided requests are received in writing at least one (1) month in advance of the leave, unless impossible. Applicants when applying must indicate the date of departure and specify the date of return. Such approval shall not be withheld unjustly.

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

To qualify for leaves of absence as stipulated above the Employee must have completed six (6) months of employment with the Employer.

19.02 Union Leaves of Absence

The Employer shall grant, on request of the Union, leave of absence without pay to Employees to attend Union Conventions, Education Programs and/or Union business related to the Administration of this Collective Agreement provided such leave will not interfere with the efficient operation of the Employer (Lodge).

In requesting such leave of absence, the Union must provide one (1) month written notice in advance of the requested leave, unless impossible (such as emergency meetings).

Whenever an employee is on a Union leave of absence without pay on Union business, the Employer shall pay the employee's wages and benefits, invoice the Union and the Union shall provide full reimbursement to the Employer within thirty (30) days of receipt of invoice.

Whenever an employee is granted a Union leave of absence under this article, such absence shall result in no loss of seniority, nor shall it constitute a break in service so as to affect any benefits to which they may otherwise be entitled.

The following conditions apply:

- (a) A leave of absence will not be requested for more than four (4) Employees at any one time.

19.03 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 for a period of one (1) year 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.

19.04 Jury Duty

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror in any Court. The Employer shall pay such Employee the difference between their normal earnings for the time they lose from regularly scheduled work by reason of the jury service and the payment they receives for jury service. The Employer shall not be responsible for paying any part of the expenses incurred by the Employee for traveling, meals or other expenses in connection with their jury service. The Employee will present proof of their jury service and the amount of payment received.

19.05 Education Leave

Employees required by the Employer to attend courses, seminars or conferences will be reimbursed for tuition and course materials, upon presentation of receipts and proof of successful completion.

19.06 Bereavement Leave

- (a) An Employee shall be granted leave of five (5) regularly scheduled work days leave of absence without loss of wages, benefits, seniority or service in the case of the death of a parent, brother, sister, spouse, common law, or same-sex partner, child, foster child or step child.
- (b) An Employee shall be granted leave of three (3) regularly scheduled work days leave of absence without loss of wages, benefits, seniority or service in the case of the death of a step parent, legal guardian, mother in law, father in law, sister in law, brother in law, son in law, daughter in law, grand parent, grandchild.
- (c) An Employee shall be granted one (1) day bereavement leave of absence without loss of wages, benefits, seniority or service to attend the funeral of an aunt, uncle, niece or nephew.
- (d) An Employee shall not receive bereavement pay when in receipt of WSIB or WI.
- (e) Where additional time is required, it shall be granted without pay.
- (f) The parties agree that the definition of "spouse" shall be defined by the Family Law Reform Act, as amended from time to time.
- (g) Paid bereavement leave for part time employees shall cease upon the completion of the leave of absence as outlined above or when the Employee informs the Employer, they are available to work, whichever comes first.
- (h) The employee shall be paid for scheduled hours during the leave, which they otherwise would have worked. Employees may request additional time without pay for bereavement leave. Such requests will not be unreasonably denied.

- (i) The employee will be allowed to save one day from their allotted time off under (a) or (b) above to attend a memorial service or interment at a later date. Such requests shall be made in writing and the day shall be taken within one (1) year of the death.
- (j) Where the burial occurs at a locale in excess of 450 miles, the Employer shall provide two (2) days of unpaid leave for travel time. The Employee may use vacation time for the two days. Additional days without pay may be granted.

19.07 Pregnancy/Parental Leave

General

- (a) Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario, and any amendments or interpretations of regulation pertaining thereto, unless otherwise amended.
- (b) An Employee who has had Pregnancy and Parental leave in accordance with the Employment Standards Act, and who makes a request in writing to the Employer, shall be granted an extension of up to six (6) months unpaid leave of absence.
- (c) 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. Seniority for part-time employees shall be based on the average hours paid during the four (4) pay periods immediately preceding the leave.
- (d) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used, except as outlined in Article 18.01 (j).
- (e) During the period of the leaves, the Employer shall continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating if the employee elects, in writing, to continue their share of the premiums and pays their portion.
- (f) Upon return from Pregnancy and/or Parental Leave, the employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (g) 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 their 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 19.10 (f).

19.11 Pregnancy Leave

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

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which they intends to commence their leave of absence.

- (b) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of their intention to do so.

Additional leave of absence may be taken under 19.12 (d) Parental Leave.

- (d) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement.

19.12 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 their own.
- (c) An employee may begin parental leave no later than 78 weeks after the day the child is born or comes into the employee's custody, care and control 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 they did not.
- (d) An employee requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

19.13 Supplementary Unemployment Benefit (SUB) Plan

An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following

completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

19.14 Birth Leave

When an employees' spouse gives birth to a child, the employee will be granted three (3) days of time with pay and without loss of seniority. This leave is not to be included in the parental leave.

ARTICLE 20 – PAYMENT OF WAGES & ALLOWANCES

20.01 The various job classifications and the applicable hourly rates therefore are set forth in Schedule "A" hereto. Progression within the applicable wage scales for part-time Employees is based upon the number of hours worked. For this purpose 1800 hours shall equal one (1) year.

Salary progression shall become effective with the first pay period following the completion of required length of service for that progression/increment.

20.02 At the time of making payment of wages the Employer shall furnish the Employee with an accompanying statement in writing setting out;

- (a) the period for which payment of wages is made;
- (b) the number of hours for which payment is made;
- (c) the wage rate.

20.03 (a) Employees assigned to relieve in a higher classification shall be paid the rate for the higher classification for the full period of relief. Employees assigned to relieve in a lower classification shall not have their rate reduced.

(b) An Employee who is promoted to a higher classification within the bargaining unit shall have their pay adjusted to the appropriate job classification, and within that classification to the wage step that provides a rate that is just above their current rate in their existing job classification.

(c) An Employee who elects to take a job within the bargaining unit in a lower paid job classification shall remain at their current wage step within the new classification.

- (d) The date of movement to a new classification as outlined in (b) and (c) above shall become the new date for wage progression.

20.04 Pay Days

The Employer shall pay the wages due to Employees bi-weekly on Friday.

On each pay day, each Employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay deductions.

20.05 Protective Footwear

The Employer will provide ninety dollars (\$90.00) per calendar year to each full-time Employee, and effective January 1, 2015, forty-five dollars (\$45.00) per calendar year to each part-time Employee, who is required by the Employer, as delineated below, to wear safety footwear during the course of their duties.

The Employer will require Employees performing the following functions to wear appropriate safety footwear.

- 1) Maintenance
- 2) Stores (only where frequently working in storage areas)
- 3) Heavy Duty Housekeeping

- 20.06 When an RPN is assigned the charge nurse responsibility for a shift in the absence of an RN, they shall receive a premium of seven dollars and fifty cents (\$7.50) per shift.

20.07 Shift Premium

Employees shall be paid a shift premium of fifty-five (55¢) cents per hour for all hours worked where the majority of hours are worked between 3:00 p.m. and 7:00 a.m. Effective June 19, 2020 shift premium increases to sixty (60¢) cents per hour.

Shift premium will not form part of the Employee's straight time hourly rate. Employees may be required to rotate over all three shifts.

20.08 Weekend Premium

Employees who are scheduled to work on the shifts that start after 10:00 pm Friday and that end up to midnight on Sunday shall be paid a weekend premium of thirty (30¢) cents per hour for all hours worked. This premium shall be in addition to the regular shift premium. Effective June 19, 2020 increase to thirty-five (35¢) cents per hour.

20.09 Uniform Allowance

Full-time Employees required to wear a uniform shall be paid an allowance of \$10.00 per month. Regular part-time Employees required to wear a uniform shall be paid an allowance of \$5.00 per month. Uniform allowances shall be paid in a lump sum annually on the first pay period in December for the previous twelve (12) month period (the parties recognize that the

first year of implementation payment may be for a period of less than twelve (12) months depending on the date the allowance was previously paid).

ARTICLE 21 – EMPLOYEE BENEFIT PLANS

21.01 The Employer shall continue to pay one hundred percent (100%) of the premium for the Group Life Insurance Plan for regularly scheduled full-time Employees who have completed their probationary period. The Group Life Insurance and Accidental Death and Dismemberment (AD&D) policy coverage shall be equal to two (2) times the Employee's annual salary.

21.02 The Employer shall provide a vision care plan, \$300.00 (three hundred dollars) usable every twenty-four (24) months, for eye glasses, contact lenses or laser surgery, plus one annual eye exam, for regularly scheduled full-time Employees who have completed their probationary period. The Employer shall pay one hundred percent (100%) of the premium.

21.03 The Employer shall continue to provide the existing Health Care package per the existing Benefits Booklet for all regularly scheduled full-time Employees who have completed their probationary period. The Employer shall pay one hundred percent (100%) of the premium:
The benefit plans will reflect:

- use of generic drugs unless otherwise specified by the Physician;
- semi-private coverage - difference between ward and semi-private hospital room.
- paramedical services (chiropractor, osteopath, podiatrist, speech therapist, massage therapist) to a maximum of five hundred dollars (\$500) per person per calendar year per specialty with a physician prescription/referral.
- Services of a licensed or registered physiotherapist and psychologist to a maximum of five hundred dollars (\$500) per person per calendar year with physician prescription/referral.
- Hearing aids five hundred (\$500) per person every five (5) years.

This is a summary only. For official interpretation refer to the Benefit Plan document.

21.04 The Employer will provide a dental plan (#9 or equivalent) on a 60/40 cost-shared basis with the Employees. Payments will be based on the current O.D.A. fee schedule, as may be amended from time to time.

– Recalls every nine (9) months unless medically required otherwise;

Coverage will be capped at \$2,000.00 per year per person covered (family or single).

21.05 (a) Employee Benefit Plan Disclosure

The Employer shall provide the Union with all copies of all benefit and health and welfare master plan texts and amendments.

(b) Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.06 Employees who attain the age of 70 years shall receive 11.3% in lieu of benefits set out in Article 21.01, 21.02, 21.03, and 21.04.

21.07 Part Time Employees

Upon completion of their probationary period, part-time Employees shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or in part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except wages, vacation pay and bereavement leave) an amount equal to twelve percent (12%) of their regular straight time hourly rate for all straight time hours worked.

ARTICLE 22 – NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

22.01 The parties agree to participate in the Nursing Home and Related Industry Pension Plan with matching contributions of four percent (4%) Employer and four percent (4%) Employee paid for all Employees.

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

1) "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:

- (a) the straight time component of hours worked on a holiday;
- (b) holiday pay, for the hours not worked; and
- (c) vacation pay
- (d) jury duty
- (e) negotiations and grievance meetings

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.

2) Each eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four (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 four (4%) of applicable wages to the Plan.

- 3) 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.
- 4) 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 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.

- 5) 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-8, as amended, which the Administrator may reasonable 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 5 of the agreement are:

- a) 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).
- b) 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 enrollment by the Employer

- c) To Be Provided Once and if Status Changes:
Full Address as provided to the Employer
Termination date where applicable (MMDDYY)
- d) To be Provided Once and 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.
- 6) 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 23 – GENERAL CONDITIONS

23.01 Accommodation shall be provided for Employees to have their meals and keep and change their clothes.

23.02 Union Bulletin Boards

The Employer shall provide two (2) bulletin boards one in each staff lounge on which the Union shall have the right to post notices.

23.03 Copies of Agreement

Copies of this agreement will be reproduced in a format agreeable to both the Union and the Employer. The Employer shall distribute a copy to each Employee. The cost of such reproduction shall be borne equally by the Employer and the Union.

23.04 The Employer will assign a maximum of fifteen (15) minutes weekly for staff to do required in-house training.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2017 to March 31, 2020, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the ninety (90) days prior to the expiration date of its intention to amend or terminate this Agreement.

24.02 Retroactivity shall be paid by separate itemized statement/direct deposit within forty-five (45) days from the date of ratification.


24.03 The Employer will notify Employees who have left its employ covered by this term at the last address recorded by the Employer that the Collective Agreement has been settled and that

retroactivity is due to them, and will provide the Union with a copy of the notices sent. Employees will have forty-five (45) days from the date of mailing of the notices to collect the retroactivity due to them.


IN WITNESS WHEREOF the parties have hereunto executed this Agreement.


Dated at _____, Ontario, this ____ day of _____, 2020.


SIGNED ON BEHALF OF
BETHANY LODGE-MANOR
(UNIONVILLE)


Stella Joy (Jan 7, 2021 10:25 EST)

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3268


Patrick Saint-Louis (Jan 14, 2021 10:26 EST)


Basil C Tambakis (Jan 12, 2021 14:36 EST)


Comfort Kyame (Jan 24, 2021 17:57 EST)



SCHEDULE "A" – WAGES (2017)

Effective April 1, 2017

1.0%

hours of work:	0-450	451-1800	1801-3600	3601-5400	5401 +
	Probation	Start	1 Year	2 Years	3 Years
RPN	\$24.75	\$24.95	\$25.46	\$26.00	\$26.51
HCA/PSW	\$20.47	\$20.67	\$21.18	\$21.66	\$22.10
Nurses Aide/ Activation Aide	\$20.24	\$20.44	\$20.92	\$21.41	\$21.87
Dietary, Laundry and Housekeeping Aide	\$19.27	\$19.47	\$19.95	\$20.34	\$20.85
Cook 1	\$22.78	\$22.98	\$23.58	\$24.10	\$24.57
Cook	\$21.64	\$21.85	\$22.35	\$22.84	\$23.31
Assistant Cook	\$20.80	\$21.00	\$21.51	\$21.97	\$22.45
Maintenance	\$20.12	\$20.32	\$20.45	\$21.20	\$21.67
Activation Programmer	\$20.77	\$20.97	\$21.45	\$21.93	\$22.39
Student		\$14.68			

Probationary rate shall be twenty (20) cents per hours below the starting rate

The parties have agreed to allow for recent related experience for RPNs

SCHEDULE "A" – WAGES (2018)

Effective April 1, 2018

1.0%

hours of work:	0-450	451-1800	1801-3600	3601-5400	5401 +
	Probation	Start	1 Year	2 Years	3 Years
RPN	\$24.99	\$25.20	\$25.72	\$26.26	\$26.78
HCA/PSW	\$20.68	\$20.88	\$21.39	\$21.88	\$22.32
Nurses Aide/ Activation Aide	\$20.44	\$20.65	\$21.13	\$21.63	\$22.09
Dietary, Laundry and Housekeeping Aide	\$19.46	\$19.67	\$20.15	\$20.54	\$21.05
Cook 1	\$23.00	\$23.21	\$23.82	\$24.34	\$24.82
Cook	\$21.86	\$22.06	\$22.57	\$23.06	\$23.54
Assistant Cook	\$21.00	\$21.21	\$21.73	\$22.19	\$22.68
Maintenance	\$20.32	\$20.52	\$20.66	\$21.41	\$21.89
Activation Programmer	\$20.97	\$21.18	\$21.67	\$22.15	\$22.62
Student		\$14.82			

Probationary rate shall be twenty (20) cents per hours below the starting rate

The parties have agreed to allow for recent related experience for RPNs

SCHEDULE "A" – WAGES (2019)

Effective April 1, 2019

1.0%

hours of work:	0-450	451-1800	1801-3600	3601-5400	5401 +
	Probation	Start	1 Year	2 Years	3 Years
RPN	\$25.24	\$25.45	\$25.97	\$26.52	\$27.05
HCA/PSW	\$20.88	\$21.09	\$21.61	\$22.10	\$22.54
Nurses Aide/ Activation Aide	\$20.65	\$20.85	\$21.34	\$21.84	\$22.31
Dietary, Laundry and Housekeeping Aide	\$19.66	\$19.86	\$20.35	\$20.75	\$21.27
Cook 1	\$23.23	\$23.44	\$24.06	\$24.58	\$25.07
Cook	\$22.08	\$22.29	\$22.80	\$23.30	\$23.78
Assistant Cook	\$21.21	\$21.42	\$21.95	\$22.41	\$22.90
Maintenance	\$20.52	\$20.73	\$20.86	\$21.63	\$22.11
Activation Programmer	\$21.18	\$21.39	\$21.88	\$22.37	\$22.84
Student		\$14.97			

Probationary rate shall be twenty (20) cents per hours below the starting rate

The parties have agreed to allow for recent related experience for RPNs

LETTER OF UNDERSTANDING

Regarding the Definition of Gross Earnings

It is understood that for part-time employees the term "Gross Earnings" as referenced in Article 17 – Vacations of the Collective Agreement will be inclusive of the following.

- | | |
|---------------------------------------|---------------------------------|
| Stat Holiday worked (time + one half) | Premium Pay |
| Float Holidays | Bereavement Leave |
| Orientation/Training | Modified Work |
| Sick Pay | Jury Duty |
| Union Business | Christmas Worked (2 X) |
| Retro Pay | In lieu of benefits (Part-time) |
| In lieu of notice | Regular Payroll |
| Vacation Pay | Pay Equity |
| Overtime Hours | Stat. Holiday Pay |
| Shift Premiums | |

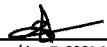
Excluded Earnings

- Severance Pay
- Compensation from other sources such as WSIB and Short-Term Disability
- Taxable Benefits


Dated at _____, Ontario, this ____ day of _____, 2020.

SIGNED ON BEHALF OF
BETHANY LODGE-MANOR
(UNIONVILLE)

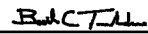
SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3268



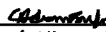
Stella Joy (Jan 7, 2021 10:25 EST)



Patrick Saint-Louis (Jan 14, 2021 10:26 EST)



Basil C Tambakis (Jan 12, 2021 14:36 EST)



Comfort Kyeame (Jan 24, 2021 17:57 EST)



LETTER OF UNDERSTANDING

SCHEDULE "B"

Re: Grandfathered Employees

BETWEEN

BETHANY LODGE MANOR

AND

CUPE LOCAL 3268


The parties agree that the individuals listed below will be grandfathered at their present hourly wage.

Further that they will continue to receive the general wage increases that are negotiated by the parties. This letter will apply only as long as these employees maintain their classification of activation aide.


Jennifer Beveridge

Dated at _____, Ontario, this ____ day of _____, 2020.

SIGNED ON BEHALF OF
BETHANY LODGE-MANOR
(UNIONVILLE)

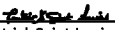


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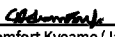


Basil C Tambakis (Jan 12, 2021 14:36 EST)

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3268



Patrick Saint-Louis (Jan 14, 2021 10:26 EST)



Comfort Kyeame (Jan 24, 2021 17:57 EST)



LETTER OF UNDERSTANDING

BETWEEN
BETHANY LODGE MANOR
AND
CUPE LOCAL 3268

RE: WEEKLY INDEMNITY PROGRAM

The parties agree that the intent of this letter is to provide employees with WI coverage for the first day of hospitalization when the employee is required to be admitted into a general hospital for a period of less than twenty-four (24) hours, for the purpose of undergoing surgery where general anesthetic is involved and the employee is unable to attend work.


This change in interpretation is not intended to expand the coverage, it is simply based on the premise that hospitals are now performing surgery on an outpatient basis and surgery that typically required hospital stays of at least twenty-four (24) hours stay in the past are now performed through day surgery with the patient being released after a brief stay in recovery.

Further it is agreed that the carrier will look at the nature of the claim and the circumstances involved in each case to determine eligibility.


This letter shall be effective immediately and remain in force for the duration of this contract.

Dated at _____, Ontario, this ____ day of _____, 2020.

SIGNED ON BEHALF OF
BETHANY LODGE-MANOR
(UNIONVILLE)




Stella Joy (Jan 7, 2021 10:25 EST)

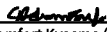


Basil C Tambakis (Jan 12, 2021 14:36 EST)

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3268



Patrick Saint-Louis (Jan 14, 2021 10:26 EST)



Comfort Kyeame (Jan 24, 2021 17:57 EST)



