

COLLECTIVE AGREEMENT

Between

AURORA RESTHAVEN

And

**HEALTH CARE AND SERVICE
WORKERS UNION, CLAC
LOCAL 304**

DURATION: June 1, 2019 – May 31, 2022

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Between

AURORA RESTHAVEN

(hereinafter referred to as "the Employer")

and

HEALTH CARE AND SERVICE WORKERS UNION, CLAC

LOCAL 304

(hereinafter referred to as "the Union")

JUNE 1, 2019 – MAY 31, 2022

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union, and the employees which is in every respect conducive to their mutual well-being. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02 If this Agreement is silent on any existing rights and privileges, this shall not mean that either the Employer or the employees are deprived of such rights or privileges. Nor shall it mean that the Employer is deprived of the right to change or alter any existing rights and privileges after discussion with the Union.

ARTICLE 2 - RECOGNITION

- 2.01 This Agreement covers all employees of Aurora Resthaven in Aurora save and except department heads and coordinator, persons above the rank of department head and coordinator, registered and graduate nurses, office and clerical staff, paramedical personnel, chaplains and escort.

2.02

- a. A full-time employee is defined as a person who is regularly scheduled to work more than forty-five (45) hours in a two (2) week pay period.
- b. A part-time employee is defined as a person who is regularly scheduled to work forty-five (45) hours or less in a two (2) week pay period.
- c. A casual employee is an employee who is not regularly scheduled to perform bargaining unit work, but can be scheduled and/or called to work in accordance with Article 9.09 b.
- d. A student is defined as a person eighteen (18) years of age or younger and in daytime attendance at a high school.

2.03 No employee covered by this Agreement shall be required or permitted to make any agreement with the Employer which conflicts with the terms of this Collective Agreement.

2.04 Personnel outside the bargaining unit shall not perform work normally done by employees in the bargaining unit if that would result in a layoff of bargaining unit members. The parties recognize the existence of working department heads.

2.05 The Employer shall not contract out bargaining unit work if as a result of such contracting out bargaining unit personnel other than casual employees are laid off or work fewer hours than they would normally have worked.

2.06 **Management Rights**

It is the right of the Employer to manage, control, develop and operate the Home in every respect subject only to the specific limitations set out in this Collective Agreement and without limiting the foregoing, the Union agrees that it is the function and right of the Employer to:

- a. maintain order, discipline and efficiency;
- b. hire, discharge, classify, direct, promote, lay off and discipline employees provided, however, that a claim by any employee who has completed probation that she/he has been unjustly dealt with will be subject to the grievance procedure outlined below;
- c. direct and supervise the employees' work and determine work schedules;
- d. take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the Employer's business;
- e. establish reasonable policies, procedures, rules and regulations for the conduct and efficiency of the Home and from time to time to change or abolish such policies, procedures, rules and regulations.

It is agreed that prior to changes being made under this Article the Employer shall notify the Union of such change and further agrees to consider any representation made by the Union with respect to such change.

- 2.07 Where the feminine pronoun is used in this Collective Agreement it shall mean and include the masculine pronoun where the context so requires and vice-versa.

ARTICLE 3 - UNION REPRESENTATION

3.01

- a. Stewards appointed by the Union are representatives of the employees in the processing of grievances.
- b. CLAC representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to enforce all rights of the employees under this Agreement and under the law. The CLAC Representatives, prior to entering the Employer's premises, shall first obtain permission from the Employer. Such permission shall not be withheld unreasonably.

- 3.02 A steward shall be given time off, without loss of wages or seniority, to assist an employee in the presentation of a grievance whenever it is necessary to deal with the grievance during working hours. The employee and the steward shall, prior to leaving their work area, first obtain

permission from their department head. Such permission shall not be withheld unreasonably. They shall report back to the department head at the time of their return to work.

When a Union Steward's presence is required by the Employer outside their regular working hours, they shall be paid by the Employer for all time spent at their regularly hourly rate.

3.03 The Employer will provide the Union with (normally) a week's notice of the scheduled orientation of new employee(s) via a memo in the Union Steward box. A Union Steward shall be given time off, without loss of wages or seniority, to welcome new employee(s) and to discuss Union membership with such an employee(s). Such time off shall not exceed fifteen (15) minutes.

3.04 The Union has the right to appoint a maximum of six (6) members to the bargaining committee. Four (4) of these employees shall be paid by the Employer at regular hourly rates for all time spent on negotiating a collective agreement with the Employer whenever this takes place during their regularly scheduled working hours. The other two (2) shall be paid by the Union.

Seniority shall accrue for all hours spent negotiating a collective agreement up to and including conciliation.

3.05 Once every second month employees will be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These bi-monthly meetings may be attended by representatives of the Union. The Union shall see to it that the Employer is informed of such a meeting at least one (1) week ahead of time.

3.06 Labour-Management Committee

- a. The Employer and the Union agree to establish an active labour-management committee. The committee shall be made up of an equal number of non-bargaining unit and seniority bargaining unit persons (not less than two (2) of each), with one of the non-bargaining unit persons being the Home's administrator. A CLAC Representative may attend such meetings as required. The committee shall keep minutes of its meetings. A copy of the minutes shall be posted in the Home and one copy shall be sent to the Union.
- b. The committee shall meet at least once every three (3) months. Employees serving on the committee shall be paid at their regular rate of pay for meetings held during their regularly scheduled working times. Seniority shall also accrue for time spent during the meeting.

- c. The committee shall discuss matters of mutual concern.
- d. The committee is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and minimum standards of the Ministry of Health.
- e. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the residents.

ARTICLE 4 - UNION MEMBERSHIP AND CHECK OFF

4.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be introduced by the Employer to the steward in her/his department.

4.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.

4.03 **Deduction and Remittance of Dues**

- a. The Employer is authorized and shall deduct each pay period an amount equal to union dues from each employee's pay. Such deductions commence with the first full pay period of the employment of an employee.
- b. The amount shall be calculated according to the Union's dues policy. The Employer shall also deduct any initiation fees authorized by the Union. The Employer shall not deduct more than one (1) pay period's dues from any one pay cheque of an employee, except as outlined in the Union's dues policy.
- c. The total amount checked off will be turned over to the Union before the fifteen (15th) of the month after the checkoff is made, together with an itemized list of the employees whom the deductions are made, their hourly rate, hours worked, and the amount checked off for each. Employees who maintain an employment relationship with the Employer but have not worked sufficient hours to pay dues shall also be listed, and whether they are on leave.

- d. The Employer shall be saved harmless for all deductions remitted to the Union.
 - e. The total amount of union dues annually paid by an employee shall be indicated on the employee's T-4 slip.
- 4.04 Employees who cannot support the Union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.
- 4.05 The Employer agrees to inform all new bargaining unit employees that a Collective Agreement is in effect upon hire.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Union shall not permit or encourage any strike, slowdown or stoppage of work, and shall not otherwise restrict or interfere with the Employer's operations through its members.
- 5.02 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Employer shall not lock out any of its employees, or deliberately restrict or reduce hours of

work, or lay off employees when such layoff is not warranted by the workload.

ARTICLE 6 - PROBATIONARY PERIOD AND ORIENTATION

6.01 Employee's shall serve a probationary period of four hundred and fifty (450) hours actually worked. Upon completion of the probationary period, an employee shall obtain seniority which shall be calculated from the employee's hiring date.

6.02 A probationary employee shall receive an evaluation of her/his work performance from the Employer at or about the two hundred (200) hours worked period of her/his probation.

6.03 Orientation

New employees shall receive four (4) working shifts of orientation at the agreed training rate under Schedule A. During this orientation the new employee shall be an "extra" in addition to the regular number of employees. Orientation of a new employee shall be conducted by qualified seniority staff members. (RPNs shall be paid at the start rate during orientation.)

A new employee shall not work or be scheduled to work until she has completed her orientation.

An RPN who provides orientation to a new RPN may, at the sole discretion of the Employer, be allowed extra time to complete her work routine where she was unable to complete her work routine due to the orientation.

Where possible the trainer will be an extra, and shall train as many new employees at a time as designated by the Employer. Where it is not possible for the trainer to be an extra, the trainer will receive a one dollar (\$1.00) per hour training fee and shall only train one (1) new employee at a time.

An RPN giving orientation to a trainee RPN shall be provided, where staffing availability makes it possible, with a six (6) shifts as an extra to train the new RPN.

Employee designated as trainers in the Housekeeping/Laundry, Maintenance and Recreation Departments shall receive one dollar (\$1.00) per hour extra for all hours they are designated as trainers.

- 6.04 On or before the expiry date of an employee's probationary period, the Employer will notify the employee (and provide a copy to the Union) in writing that:
- a. the employee will receive a permanent appointment, or;

- b. the employee's employment will be terminated and such termination shall not be subject to the grievance procedure.

ARTICLE 7 - JOB CLASSIFICATIONS AND RATES OF PAY

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

7.02 The Employer shall recognize recent related professional experience of five (5) years or more by hiring an RPN at the after probation rate and by moving the employee to the two (2) year rate upon completion of probation. Since the decision as to recent related professional experience must be made by the Employer prior to an RPN being hired and as such is part of the employment contract, such decision shall not be subject to the grievance procedure.

7.03

- a. Wages shall be paid by Pay Direct Deposit on applicable Thursdays on a bi-weekly basis. Pay stubs shall be available at the nursing home office any time after 1:00 p.m. on Thursday.
- b. Where an employee notifies the Employer of an error by the Employer on her/his pay-cheque by 11:00 a.m. Monday following the previous Thursday pay day and

the error is one day's earnings or greater, then the employer shall correct the error within forty-eight (48) hours of receiving notification of the error. Where the error is less than one (1) day's earnings the Employer shall correct the error on the employee's next pay-cheque. Where the error is by the employee, the correction will be made on the next pay-cheque.

7.04 New classifications may be established by the Employer. Wage rates for such new classifications shall be negotiated by the Employer and the Union, and if they fail to reach an agreement, they shall submit the dispute to arbitration in accordance with the arbitration procedures outlined elsewhere in this Agreement.

7.05 When an employee reports for work in the normal manner and is notified that no work is available, she/he shall receive four (4) hours of pay provided that the employee was not previously notified by the Employer within one (1) hour before the shift commenced that no work was available. The Employer may assign and the employee shall perform four (4) hours of work within the employee's classification or the employee may choose to forgo the four (4) hours of work and pay and go home.

When an employee reports for a scheduled or call-in shift and is advised by his/her manager or designate that the shift was double booked, the senior employee shall have the option, at his/her discretion, to remain at work for the

entire shift or to go home without pay. If the employee stays and works, he/she shall be paid for the full shift as originally scheduled or called-in.

7.06 When an employee is called in to work within one-half ($\frac{1}{2}$) hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, the employee shall be paid as if the entire shift had been worked, provided she/he completes the shift for which she/he was called.

7.07 When an employee is "called back" after leaving the premises, she/he shall receive a minimum four (4) hours pay at the appropriate rate. In such circumstances, if an employee is called one (1) hour or more before she/he is scheduled to report for work, and is informed that she/he is not to report for work, then the provisions of this Article shall not apply. This provision shall not apply in the case of an employee required to work immediately prior to the commencement of her/his regular shift.

7.08 **In-Services**

The Employer if reasonably possible shall schedule in-services at times flexible for employees to attend. If the Employer requires the employees to attend, then the employees shall be paid for all time spent at the in-service at regular rates of pay.

ARTICLE 8 - OVERTIME AND MEAL BREAKS

8.01 Employees shall be paid at the rate of time and one half (1 ½) the employee's regular rate of pay for hours worked in excess of seven and one-half (7 ½) hours per day, as well as for all time in excess of seventy-five (75) hours biweekly.

No overtime shall be paid to an employee who works in excess of her/his regularly scheduled work hours as a result of a voluntary exchange of shifts with another employee for personal convenience.

Where an employee works evening and night shifts consecutively, all hours worked in excess of seven and one-half (7 ½) hours will be paid at one and one-half times (1 ½x) the employee's regular rate of pay. In the event, all hours worked during the break period between shifts shall be paid at one and one-half times (1 ½x) the hourly rate of pay.

8.02 Break Periods

a.

Length of shift	Unpaid meal break	Paid breaks
7 hours or more	One-half hour (1/2)	Two 15 minute breaks
More than 5 hours but less than 7 hours	One-half hour (1/2)	One 15 minute break
5 hours or less	none	One 15 minute break

- b. The lunch period and breaks in (a) above will be at times scheduled by the Employer and shall not be interrupted except in case of emergency.
- c. Meal breaks shall not be considered time worked.

ARTICLE 9 - WORK SCHEDULES, HOURS OF WORK AND CALL-INS

9.01 The Employer shall post work schedules on a four (4) week basis at least one (1) week prior to the effective day of the schedule. No changes shall be made in the schedule once it goes into effect without prior consent of the employee(s) concerned. This shall not apply to employees displaced from the schedule as a result of another employee returning to work from Workers' Compensation and weekly indemnity or through the job posting procedure. The Employer shall notify the displaced employee as soon as reasonably possible.

9.02

- a. The Employer shall schedule employees in each department. The normal shifts currently being worked in nursing are as follows:
 - i. The first shift of the day commences at 11:00 p.m. and finishes at 7:00 a.m.
 - ii. The second shift of the day commences at 7:00 a.m. and finishes at 3:00 p.m.

- iii. The third shift of the day commences at 3:00 p.m. and finishes at 11:00 p.m.
 - iv. The Employer agrees that it shall not alter the normal shifts and shift times currently being worked in nursing without first discussing the change with the Union. The parties recognize that there are existing shifts including short shifts that vary from the times set out above.
 - b. Changes in shifts, if required, will be based on the need to provide efficient, quality care for the residents. Changes will not be implemented without a thorough discussion with the employees involved and the Union.
- 9.03 The Employer shall arrange shifts so that each full-time employee (and where possible each part-time employee) shall have a free weekend every second (2nd) weekend or more often unless weekend work is at the request of the employee. For the purpose of this Article, a weekend is considered to be a Saturday and a Sunday, unless otherwise mutually agreed.
- 9.04 Employees shall not be scheduled to work more than six (6) consecutive days without a day off unless the employee so requests.

9.05 Employees shall not be required to work more than two (2) different shifts (i.e., day, evening, night) in any seven (7) day period and shall have a break of at least ten (10) hours in the dietary department and twelve (12) hours in all other departments between shifts, unless mutually agreed otherwise.

9.06 **Shift premiums**

- a. All employees who have completed probation and work on the evening or night shift shall receive a shift premium of forty cents (\$0.40) for each hour worked. Shift premium shall not be paid for any hour in which an employee receives overtime premium, and shift premium shall not form part of an employee's straight time hourly rate. Pension is not to be calculated on shift premium.
- b. A thirty-five cents (\$0.35) per hour premium will be paid for hours worked between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

9.07 **Shift exchanges**

Employees may exchange working days and off days with other qualified employees providing that such requests are submitted in writing to the Employer and approved by the Employer in writing. It is understood that the employee accepting the exchange is then responsible for working the shift and no further exchange of the shift will

be approved. Should the employee be unable to work the shift owing to illness/injury she may be required at the discretion of the Employer to provide satisfactory medical documentation supporting the absence at the employee's cost. It is understood such exchange of shifts shall not be considered in the calculation of eligibility for, or payment of, overtime premiums.

9.08 Call-ins

a. All employees who wish to be available for additional shifts (call-in or otherwise) shall provide a list of their availability (days they are available to work) for the upcoming schedule at least two (2) weeks before the posting of the schedule. It is the employee's responsibility to check the schedule once it has been posted to know when they are scheduled to work. If an employee fails to submit their availability list then the Employer will operate on the basis of the previously submitted list.

b. Unscheduled Absences

i) The Employer shall maintain a list of part-time employees who wish to be available for call-in.

It is recognized that an employee's first commitment is to their regular scheduled shifts.

Availability for part time and casual employees must be submitted two (2) weeks in advance of schedule posting period.

Casual employees' availability must include two (2) weekends for the scheduling period of four (4) weeks.

A casual employee may only be called in or scheduled in the event that:

- All available regularly scheduled employees are scheduled to work, or
- The calling in of a regularly scheduled employee will incur overtime.

A casual employee who fails to work three (3) times in a schedule period in which they have identified as being available shall be seen to have resigned their position except where such failure is a result of personal illness or injury (substantiated by a medical note) or bereaved by a parent spouse or child.

Employees on the call in list shall be called in order of seniority beginning with the most senior employee, until the shortage is filled.

Full time employees may have their names added to the bottom of the call in list and must submit their availability as above.

The Employer shall bypass an employee on the list who would be eligible for overtime pay, until such time as all employees would be eligible for overtime pay.

- ii) Each call will be indicated on a call in sheet the response: “accepted”, “no answer”, “message left”, or “refused”.

Where applicable if the call in is answered by an answering machine the Employer shall leave a message that a call in is available and for what shift before ending the call.

The Employer will continue the effort to fill the staff shortage. Once the call in is accepted by the employee, either through calls or returned calls the vacancy is considered filled.

Succeeding call in will commence with the person listed below the last person to accept the call in and so on, on that rotational basis.

Note: “no answer” and “message left” shall count as declining the shift for the purpose of the call in rotation.

c. **Scheduled Absences**

When scheduled time becomes available for any reason (lieu, floats, WSIB, disciplinary absences, vacation, leave of absence, illness or injury, etc.) of less than six (6) weeks in duration, they shall first be offered to the shadow position. The “shadow” shall first have the opportunity to pick up as many shifts (up to ten [10] and/or eighty [80] hours) as she may want in addition to her regularly scheduled shifts; provided that the shadow employee has indicated that they will be available to pick up the vacant shifts. Thereafter, the Employer shall distribute the available time in parcels up to five (5) shifts (up to overtime) to the part-time employees by seniority that have provided their availability, on a rotating basis. It is understood that when shifts are added to the schedule after it has been posted the employee will be contacted and offered the available shifts prior to those shifts being added to their schedule.

- d. A senior employee who works on a short shift when a call-in occurs for a full shift (during the same shift) will have the option of having her/his short shift extended to a full shift and the call-in will be for the short shift. It is agreed that this shall not result in overtime costs.
- e. Subject to legal requirements, prior to calling in Agency Staff including RNs, Registered Practical Nurses will be requested to work a double shift at overtime rates. However, no RPN will work more than

four (4) double shifts in a pay period. In any event no RPN shall work more than ninety-six (96) hours in any pay period.

9.09 The Employer shall make every effort to call in relief staff from the same classification for any employee who does not report for work after giving proper notice.

9.10 **Daylight savings**

- a. For the purpose of defining weekends, holiday pay, etc., the parties agree that the "first shift" of the day is the one that commences at or about 11:00 p.m. the evening before.
- b. Those employees working the night shift, when the change from daylight savings time to standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

9.11

- a. Where a Registered Practical Nurse, on the day shift, working the short shifts has three (3) years of seniority, the RPN shall be deemed to be a full-time employee.
- b. Part-time employees with more than three (3) years seniority, who are scheduled for ten (10) shifts in a two (2) week period, and who have not had an opportunity to become a full-time employee will be considered a full-time employee for the purposes of benefits. It is understood that the employee must

have applied for all available full-time positions in her classification in order to be eligible for this benefit.

9.12 **Dropped shifts**

- a. Full-time employees with five (5) years or more seniority working ten (10) shifts in a two (2) week period may exercise the option of reducing their work schedules by one (1) or two (2) shifts every two (2) weeks on a permanent basis. Full-time employees with five (5) years or more seniority working nine (9) shifts in a two (2) week period may exercise the option of reducing their work schedules by one (1) shift every two (2) weeks on a permanent basis.

Employees interested in taking advantage of this benefit must inform her/his supervisor by the fifteenth (15th) of September. Their reduced schedules would become effective on the first day of November. The shifts to be dropped shall be decided by mutual agreement between the Employer and the employee.

Where an employee drops a shift(s) it shall be permanent for that employee. However, when that employee permanently ceases to work that position, the position will be reposted with the dropped shift(s) included back in the posting. Therefore whomever picks up the dropped shift will do so on a temporary basis.

- b. Shifts that become available due to the reduction by full-time employees shall be offered first to the position shadow. If the shadow is unavailable to add these shifts to her part time complement, the shifts will be posted as temporary and follow the posting procedure. If the dropped shifts cannot be filled by this process the request may be denied. It is understood that part-time employees who increase their hours to full-time due to the extra hours will not change their status from part-time to full-time.

- 9.13 A premium of one dollar and twenty-five cents (\$1.25) per hour will be paid to employees whose workload is increased during a shift when another employee who is scheduled does not report for work and is not replaced. The increased workload shall be defined as the number of hours worked short. Employees will be compensated for the total number of hours worked short on their shift, up to a maximum of 7.5 hours.

An RPN who supervises two (2) floors for a shift due to lack of registered staff shall be paid a ten dollar (\$10.00) premium for that shift.

9.14 **Job Share**

Where two (2) employees mutually agrees to a job sharing arrangement respecting the full time employee's position, they shall discuss the proposed arrangement with the Employer.

Where the Employer agrees to the arrangement, the terms shall be set out in writing and the agreement shall be signed by both employees and the Employer. The arrangement shall normally detail an agreed to start date and end date. Employees may job share up to a maximum of two (2) shifts. Normally such arrangements if approved will extend for a maximum period of twelve (12) months but may be extended by agreement by the two (2) employees and the Employer for an additional period not to exceed a further twelve (12) months. After the expiration of this extension the employees affected must use the “drop shift” provisions.

It is agreed that employees cannot utilize both the dropped shift provision of Article 9.12 of the Collective Agreement and the job share provision during the same period of time.

ARTICLE 10 - JOB POSTINGS, HIRING AND TRANSFERS

10.01 The Employer will post all permanent job vacancies and temporary vacancies that are expected to be for a period of six (6) weeks or longer. All postings shall be posted in the west wing of the basement. The position will remain posted for seven (7) calendar days and will stipulate:

- a. classification, job descriptions and qualifications;
- b. the starting date of such a position;
- c. the department concerned;

- d. the shift to be worked and normal number of shifts per pay period (the exact schedule for the position will be included in the posting);
- e. expected duration of a temporary position.

If after seven (7) days of the posting the position has not been filled it will continue to be posted on a single list. It will then be awarded to the first qualified individual who applies.

The Employer will provide the Union (steward) with copies of all job postings. The postings will include the date the posting was posted and the date the posting will come down. Once awarded, the Employer will provide stewards with a list of internal applicants for the position and the name of the successful candidate.

10.02 If a vacant position cannot be filled with employees that are employed, prior to hiring someone new, the Employer shall notify any laid off employees, qualified to do the work and subject to 13.04.

10.03 Applicants must notify the supervisor in charge in writing before the end of the posting that they are interested in the vacant position. In the event two (2) or more employees apply, the Employer shall consider the qualifications, experience, ability, and seniority of the applicants along with the current Long-Term Care Act

regulations. Where these factors are equal, the applicant with the most seniority shall fill the vacancy.

10.04 The Employer may fill the vacancy on a temporary basis, utilizing the procedure outlined in 9.08 b, until a permanent candidate has been selected.

10.05

- a. If an employee chooses within fifteen (15) days of being awarded a position not to fulfill that position for whatever reason, that position will be awarded to the most senior applicant.
- b. If an employee chooses beyond fifteen (15) days of being awarded a position not to fulfill that position for whatever reason, that position will be reposted.

10.06 An employee selected to fill a permanent vacant position shall hold that position for a trial period of thirty (30) shifts worked if she/he transfers from another department and ten (10) shifts worked, if working in the same department. When an employee successfully bids for a temporary position in another department the thirty (30) shifts worked trial period shall apply. The position shall become permanent after the trial period unless:

- a. the employee feels that she/he is not suitable for the job and wishes to return anytime during the trial period to her/his former one; or

- b. the Employer feels that the employee is not suitable for the job.

In either case, the employee will return to her/his former position and wage rate without loss of seniority on the next pay period. Any other employee promoted or transferred as a result of the rearrangement of the position(s) shall also be returned to her/his former position and wage rate without loss of seniority. These provisions shall also apply in the event of a transfer to a job outside the bargaining unit. It is understood, however, that no employee shall be transferred without her/his consent to a position outside the bargaining unit.

10.07 Should an employee vacate a position via Article 10.05 the position shall be awarded to the next person who applied for the position based on Article 10.03.

10.08 The Employer shall not transfer an employee to different shift unless it is mutually agreed upon by the Employer and the employee.

10.09

- a. An employee selected to fill a temporary position shall return to her/his former position without loss of seniority when the temporary position has expired. Any other employee promoted or transferred as a result of the temporary position shall also be returned to her/his former position without loss of seniority.

- b. If a temporary position continues beyond a one (1) year time frame the successful applicant may ask the Employer if they can return to their previous position. Such approval will not be unreasonably withheld. The temporary position would then be reposted as per the posting procedure. An employee choosing this option shall give the Employer at least four (4) weeks' notice of their desire to return to their previous position.
- c. It is understood that the successful applicant for a temporary posting in the same classification shall have ten (10) working shifts as a trial period. After the trail period, the employee must complete the temporary posting, except as outlined in Article 10.09, or if a permanent position becomes available as per Article 10.11.

10.10

- a. An employee may apply successfully for a maximum of two (2) temporary job postings in any calendar year. An employee in a temporary position may only apply for another temporary position if it is for more hours than the employee is currently scheduled or the position is for a longer period of time. An employee may only successfully bid for three (3) permanent positions in a calendar year.
- b. Where an employee successfully applies for a temporary position and the employee then turns down the position or opts to return to their former

position during a trial period, it will be deemed to be one of the two (2) successful bids allowed for temporary postings.

- c. Where an employee successfully applies for a permanent position, and the employee then turns down the position, it will be deemed to be one of the three (3) successful bids allowed for the permanent postings.

10.11 Employees who are filling a temporary posting must vacate the temporary posting should they be successful in posting into a permanent position. Once in the permanent position the employees shall have a trial period as outlined in Article 10.06.

10.12 When the Employer temporarily assigns an employee to carry out the responsibilities of a department head for a period in excess of one (1) shift, the employee shall receive one dollar (\$1.00) per hour in addition to her/his regular pay.

If the employee continues to carry out these responsibilities for the period of one (1) week or more, s/he shall receive one dollar (\$1.00) per hour.

When a Registered Practical Nurse assumes the responsibilities of a unit supervisor or shift supervisor, she shall receive an “in charge” premium of ten dollars (\$10.00) per shift.

10.13 The parties agree that the purpose of evaluation is to inform the employee of her/his performance in her/his job. The employee has the right to question the supervisor with regard to any comments that she/he feels do not fairly represent her/his work performance. If an evaluation is in dispute a meeting shall be arranged with the supervisor, the employee and the steward to discuss the evaluation. A grievance under this Article shall not be processed to arbitration, but the substance of the grievance shall be considered if a job bid is in dispute.

ARTICLE 11 - VACATION AND VACATION PAY

11.01 Employees shall be entitled to vacations according to the following schedule:

Period Worked	Time Off	Vacation Pay
Less than 1 year	1 day per calendar month worked, to a maximum of 7	4%
1 year but less than 4 years	2 weeks	4%
4 years but less than 8 years	3 weeks	6%
8 years but less than 15 years	4 weeks	8%
15 years but less than 23 years	5 weeks	10%

AURORA RESTHAVEN

CLAC LOCAL 304

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23 years but less than 28 years	6 weeks	12%
28 years or more	7 weeks	14%

11.02 The date for determining the "period worked" shall be the employee's anniversary date or date of hire.

11.03

- a. On or by April 1 of each year the Employer shall post a blank vacation schedule sheet in each department. Between April 1 and May 1 each employee shall have the right to indicate on this sheet the time during which she/he prefers to take vacation. Employees may indicate vacation preference by seniority.
- b. Employees if entitled shall be allowed a maximum of three (3) weeks' vacation during July and August, unless extra time is available. An employee who is entitled to more than three (3) weeks' vacation may request in writing to take all of her/his vacation at one time only for special circumstances.
- c. Employees who request a week of vacation after the May 15th date shall make their request to their manager two (2) weeks prior to the posting of the schedule in which vacation was requested. Such vacation request shall be granted if the request does not interfere with the posted vacation schedules.

- d. Employees who have vacation entitlement in excess of one (1) week may take one (1) of their additional weeks of entitlement in individual days. The employee must notify the Employer that she will exercise this option at the time she books her other weeks of vacation. Notwithstanding the foregoing, no employee may take single day vacation for the period from June 15 to September 10. Single vacation days shall be treated like floating holidays as in section 12.01(b), except that only fourteen (14) days notice is required. The time must be mutually agreed upon between the Employer and the employee and will be subject to the Employer's ability to fully staff the Home. For part-time employees this week of single days will be prorated (i.e. normally works four (4) days biweekly, one (1) week of vacation would be two (2) days).

As per the historical understanding, a week's vacation is defined as beginning on Monday and ending the following Sunday.

- 11.04 The completed vacation schedules shall be determined in discussions between the Employer and the Union stewards between May 1 and May 15. The guiding factors shall be seniority and family circumstances. Whenever a conflict arises that cannot be settled amicably, the dispute shall be resolved by the Employer. The parties agree to continue past practice in vacation scheduling.

Any vacation requests not granted during the period mentioned above shall be considered denied and must be re-submitted should a vacation period become available after the deadline of May 15th.

11.05 Notwithstanding sections 11.03 and 11.04 of the collective agreement, the parties agree that the scheduling of vacations shall be done on the basis of seniority for each shift and for each floor in order to allow as many employees as is reasonably possible to be on vacation at any one time.

11.06 The Employer shall post the final schedules on or about May 15. These schedules shall not be changed except with the consent of the Employer, the steward, and the employee(s) affected.

11.07

- a. The vacation year shall be from July 1 of one year to June 30th of the next year. Vacation for the previous year may not be taken consecutively with the vacation for the current year.
- b. Employees have the option to receive vacation pay on the pay day immediately prior to the commencement of her/his vacation. However, the default shall be that employees receive vacation payment as if they worked. Vacation pay shall be the income an

employee would normally have received had she/he worked a normal schedule during the vacation period, provided there are sufficient funds in the employee's vacation account.

- c. Vacation pay is calculated at the applicable percentage over the employee's gross earnings as defined by the Income Tax Act.

11.08 All employees who have completed one (1) year of service shall be required to take two (2) weeks of vacation unless the employee has been on partial extended disability, maternity leave, or Workers' Compensation for a period of two (2) months or more.

11.09 When an employee's employment is terminated for any reason, full payment for vacations earned but not taken shall form part of such employee's termination pay.

11.10 Vacations and personal leaves of absence will normally not be granted during the period of December 15 to January 5. However, the Home agrees to allow a total of four (4) employees from the nursing department and one (1) employee from each other department to take vacation during the Christmas period. The Home will look at the vacation requests of the most senior employees who have not taken vacation during this time frame in the last five (5) years. Vacation requests under this Article should be submitted as per Article 11.04.

11.11 Once the employee has fulfilled the requirements of Article 11.08 she/he may request one (1) additional payout during the year to cover vacation monies earned but not taken. The employee shall give the Employer three (3) weeks notice of desire to exercise this option.

It is acknowledged that this article will be interpreted to mean that an employee, after fulfilling the requirements of 11.08, may request a full payment of all vacation monies earned but not taken and may then take the rest of her/his vacation at a later date pursuant to the agreement without pay.

ARTICLE 12 - HOLIDAYS

12.01

- a. Employees shall entitled to the following holidays paid at regular rates:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day (July 1), Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and two (2) floating holidays.

Where an employee leaves prior to the end of the calendar year, the employee's last paycheque will be adjusted so the Employer may recover pay for any floating holidays taken but not earned, on a pro-rated

basis. This will not apply to an employee retiring over the age of sixty-five (65).

- b. The floating holiday(s) shall be taken at a time mutually agreed upon between the Employer and the employee. The employee shall endeavour to provide the Employer with twenty-eight (28) days' notice of when she/he wishes to take the floating holiday(s). Floating holidays cannot be accumulated from one year to another. An employee shall be eligible to take his/her floating holiday(s) after the completion of the probationary period and six (6) months of employment with the Employer.
- c. If another federal, provincial or municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday shall replace one of the floating holidays. The intent is that there will be no more paid holidays per calendar year than the number set out in the Agreement.

12.02

- a. Float and lieu days shall run from January until December. No lieu days shall be carried over with the exception of lieu days resulting from Christmas and Boxing Day; unless staff request pay out for these two (2) based on current language in this Article.

An employee who works on a paid holiday shall be paid at the rate of one and one-half times (1 ½ x) the

regular hourly rate for each hour worked, in addition to regular wages for the holiday. Instead of receiving regular wages for the holiday, such an may choose to request to be given a day off with pay in lieu thereof.

Lieu days shall be taken at a time mutually agreed upon between the Employer and the employee. The employee shall provide the Employer with twenty-eight (28) days of notice of when she/he wishes to take the lieu days. Any accumulated lieu days not taken within the given year shall be paid out on the next payroll closest to December 15th.

- b. No lieu days may be taken on weekends during July or August.
- c. Banked lieu days may not be combined and taken two (2) or more consecutive scheduled working days during July or August.

12.03 If a paid holiday occurs on an employee's regular day off or during the employee's vacation period, the employee will receive an additional day's pay or exercise the in lieu option as under Article 12.02.

12.04

- a. An employee shall not be entitled to holiday pay unless she/he reports for work on her/his last scheduled shift before the holiday and on her/his first scheduled shift after the holiday. This restriction shall

not apply if the employee is excused in writing by her/his supervisor or administrator, or if she/he is ill on one of the qualifying days and produces an appropriate doctor's certificate.

- b. No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, she/he shall only receive holiday pay. If an employee is absent on a paid holiday when scheduled to work, she/he shall forfeit all pay for the day unless such absence is due to illness or injury. The Employer may require an appropriate medical certificate to substantiate such illness or injury.
- c. A probationary employee is entitled to holiday pay pursuant to the Employment Standards Act.

12.05 A part-time employee who qualifies for a paid holiday under Article 12.04 will be paid holiday pay calculated on the total pay earned during the four (4) weeks immediately prior to the holiday divided by twenty (20).

12.06 If an employee misses a qualifying day when there are two (2) or more consecutive holidays, the employee shall lose one (1) holiday for each qualifying day missed and one (1) further holiday for each successive day missed.

12.07 An employee may be scheduled to work on Christmas Day or New Year's Day each year, but not on both of these holidays unless the employee consents. If an employee has worked on Christmas Day, the Employer shall make

every effort not to schedule him/her for Christmas Day the following year.

The Employer will endeavour to schedule any remaining vacant shifts in reverse order of seniority, starting with the least senior employee moving to the most senior qualified employee.

Note: An employee will typically work their regular schedule but will have their schedule amended by removing either Christmas Day or New Year's Day if they happen to be scheduled that day and it is their turn to have that particular holiday off. In this situation, the employee will be paid the statutory holiday pay (if they qualify as per Article 12.04) for that day off.

12.08 All part-time employees shall receive pay for all holidays listed in Article 12.01 (a) in proportion to the hours they work in a regular full-time work-week, averaged over the immediately preceding two (2) two-week pay periods, subject to the provisions of Articles 12.04, 12.05, and 12.06. Part-time employees with five (5) years seniority who have not had an opportunity to move to a full-time position within their own department, shall for the purposes of statutory holiday pay be deemed to be full-time employees. It is understood that the employee must have applied for all available full-time positions in her classification in order to be eligible for this benefit.

ARTICLE 13 - SENIORITY

13.01 The Employer shall recognize seniority of employees within their departments. The recognized departments are nursing, recreation, dietary, housekeeping, laundry, and maintenance. For the purposes of vacation entitlement seniority shall run from the employee's date of last hire. For all other purposes seniority shall be recognized by the Employer and shall accumulate for all employees on the basis of one (1) year for each 1,950 hours worked. Hours worked and paid for, hours not worked and paid for by the Employer, hours not worked and paid for under Worker's Compensation, maternity and adoption leave, weekly indemnity and the first calendar month of an unpaid discretionary leave of absence shall be considered hours worked for the purposes of computing seniority.

For the purposes of job postings only, seniority is the calculation of hours worked by an employee in his/her classification.

13.02 The Employer shall post seniority lists and make copies available to the Union every February 1 and August 1. The seniority list shall contain, date of hire, seniority hours, classification and job status. Employees shall have thirty (30) days following each posting to make any inquiries in writing to the Administrator regarding the accuracy of the

posted list. Absent any inquiries, the seniority list will be deemed accurate.

It is understood that employees who are out of the building (vacation/leave/maternity/etc.) shall have thirty (30) days upon returning from an approved leave to challenge the seniority list.

13.03 An employee's seniority rights once acquired shall cease to exist and the employee shall be deemed to be terminated, if an employee:

- a. voluntarily quits the employ of the Employer;
- b. is discharged and such discharge is not reversed through the grievance procedure;
- c. fails to report on the first day following the expiration of a leave of absence, unless the employee has a justifiable reason;
- d. is laid off for a continuous period of more than twenty-four (24) months;
- e. has been absent for two (2) consecutive working days without having notified the Employer, unless a justifiable reason is given why no notice was provided;
- f. retires;
- g. is off work due to illness or injury for a period of twenty-four (24) months and there is no reasonable likelihood of the employee returning to work.

- h. if a “casual” employee refuses to pick up or give availability for a period of three (3) months.

ARTICLE 14 - LAYOFF AND RECALL

14.01

- a. In case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of the work permits. Qualified employees able to perform the available work shall be laid off last and recalled first.
- b. An employee whose position is subject to layoff shall have the right at the employee’s option to either:
 - i. Accept the layoff or reduction, or;
 - ii. Displace an employee who has lesser seniority, provided that such a position exists on any shift which is equal or less than their regularly scheduled position in the same department, and provided they are qualified for and can perform the duties in the department without training, other than orientation.
 - iii. Displace another employee in another department, providing they have seniority in that department, and are qualified and can perform the duties of the position without training other than orientation.

- iv. If employees exercise the option of transferring to another department, they will serve the thirty (30) working day trial period. If the employee does not successfully complete the trial period, or she feels she is not suitable for that position, she will be laid-off as per Article 13.04 a) of the Collective Agreement.

An employee will have three (3) business days following written notification of their lay off to indicate their choice. Failure to indicate within the above time limits will be deemed to mean the layoff is accepted.

- c. The Employer will send a notice of posting in the same department, by regular post to the last address on file. Employees on layoff shall apply for the posting pursuant to Article 10.02.

14.02 The Employer shall give the employee concerned one (1) week of notice for every year of service to a total of twelve (12) weeks and the Union six (6) weeks of notice of its intention to lay-off.

In case of a reduction of hours due to a reduced CMI, it is agreed that the Employer will provide the employee as well as the Union with as much notice as possible to implement a smooth transition for the reduction of hours.

14.03 If an employee, or the Union wishes to file a grievance about a layoff, this shall be done within three (3) working days after the layoff becomes effective.

14.04 An employee who is recalled to work after a layoff must return to work within two (2) working days if unemployed and within seven (7) working days if employed elsewhere. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address. If an employee fails to notify the Employer of their intention to return to work as stated above, they will be deemed terminated.

ARTICLE 15 - EMPLOYEE TRANSFERS

15.01 When an employee transfers to a new job classification the following shall apply:

- a. If the job is a higher rated classification, the employee will receive her/his current rate or the start rate for the new position whichever is the greater. She/he will then progress through the wage rates of the classification with job classification seniority dating from the date the transfer became effective.
- b. If the job is a lower rated classification, the employee will receive her/his current rate or the top rate of the new position, whichever is the lesser.

- c. It is agreed that for the purposes of wage progression, the employee's total number of hours worked for the Employer will be counted.

15.02 It is understood that no employee shall be transferred to a position outside the bargaining unit without her/his consent.

15.03 Any employee transferred outside the bargaining unit for longer than twelve (12) months shall if rehired to a job within the bargaining unit, and after completing the probationary period, be reinstated any seniority formerly accumulated as of the date of transfer as long as the employee has been continuously employed by the Employer while outside the bargaining unit.

Any employee transferred outside the bargaining unit for twelve (12) months or less will have their seniority frozen until they return to the bargaining unit. The bargaining unit position will be held pending their return within twelve (12) months and filled temporarily unless otherwise eliminated.

15.04 Any employee assuming a temporary supervisory/coordinator position outside the bargaining unit will not be directly involved in hiring, job or performance evaluations or in disciplining or in conducting disciplinary investigations respecting employees of the same or higher classifications.

ARTICLE 16 - INSURANCES

16.01 The Employer agrees to contribute one hundred percent (100%) of the premium cost at the single or family rate of the following plans for all full-time employees who have completed their probationary period:

- a. A life insurance plan as well as an accidental death and dismemberment plan for each member. There will also be an added rider for a spousal life insurance benefit of two thousand five hundred dollars (\$2,500.00).

Life insurance will be thirty thousand dollars (\$30,000.00) for full time employees and fifteen thousand dollars (\$15,000.00) for part-time employees.

- b. An extended health care plan including a drug plan with a deductible of ten dollars (\$10.00) per individual, twenty dollars (\$20.00) per family, once per calendar year. Maximum allowable claims per calendar year of twenty five hundred dollars (\$2,500.00) per person.
 - i. The Employer will provide a drug card with a dispensing fee cap of seven dollars and fifty cents (\$7.50) and a one dollar (\$1.00) deductible per prescription. (Positive enrolment to be included.)

- ii. A generic substitution of the lowest cost interchangeable drug for drugs covered by the plan will be used unless otherwise prescribed by the physician.
 - c. A vision care plan of three hundred dollars (\$300.00) every twenty-four (24) months for every employee and her/his dependents.
 - d. A Dental plan, equivalent to Blue Cross #9 with a deductible of twenty-five dollars (\$25.00) for single and fifty dollars (\$50.00) for family once per calendar year. The current Ontario Dental Association (ODA) fee schedule shall be in effect from year to year. Maximum allowable claims per calendar year of two thousand dollars (\$2,000.00) per person.
 - e. The Employer has agreed that if the Union propose its own LTD plan with one hundred per cent (100%) of the premiums paid by the employees, the Employer will deduct the necessary premiums from the employees and remit them to the Union's insurance carrier.
 - f. Paramedical shall be three hundred and fifty dollars (\$350.00) per practitioner per year.
- 16.02 A person normally entitled to insurance coverage, who is on sick leave or weekly indemnity, or on a leave of absence due to illness or injury, shall continue to be eligible for insurance coverage for a period of one (1) month if employed less than two (2) years, and for a

period of four (4) months if employed two (2) years or more. Employees whose illness or maternity leave continues beyond the coverage herein provided shall be permitted to continue coverage at their own expense, for a period of up to twelve (12) months. Employees must submit the premium by the fifteenth (15th) of the month to the Employer or the Employer will drop coverage and the employee will not be entitled to insurance coverage until she/he returns to work. Benefits for employees on maternity leave shall continue for the period of the leave as set out in the Employment Standards Act, as amended.

16.03 Employees who are covered by plans in existence at the place of employment of their spouses may select one or more benefits that are not included in the spouse's coverage.

16.04 The Employer agrees to offer insured benefits to regular part-time employees who have completed probation and will pay fifty percent (50%) of the premium paid for full-time employees, for those part-time employees who participate. (Part-time employees may choose one or all benefits offered to full-time employees.)

A part-time employee must work four (4) shifts in a two (2) week period in order to qualify for the fifty per cent (50%) benefit coverage.

When a part-time employee accepts a temporary full-time position, on a short-term basis, the benefit premium coverage changes when the employee has worked in that position for two (2) months (one [1] month in the case of maternity leave replacement). The full-time benefit coverage will continue only so long as the employee continues to actually work in the temporary full-time position. Should the employee cease to work in the temporary full-time position for any reason, except for an injury or illness that is compensable by WSIB, the benefit coverage shall revert to the employee's original part-time benefit premium coverage.

ARTICLE 17 - SICK LEAVE

- 17.01 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:
- 17.02 Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- 17.03 Employees who have completed the probationary period of four hundred and fifty (450) hours shall be credited with twenty-two and one half (22 ½) hours of sick leave. Full-time employees shall accumulate seven and one half (7½) hours for every calendar month worked to a maximum of one hundred and five (105) hours. Part-time

employees shall accumulate seven and one half (7½) hours for every one hundred and sixty-two and one half (162.5) hours worked to a maximum accumulation of one hundred and five (105) hours. Providing hours are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.

17.04 The employee shall apply for E.I. sick leave for weeks three (3) through seventeen (17) of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds percent (66 2/3%) of straight time wages. An employee must submit their E.I. stubs for top-up by the Employer within two (2) weeks of the completion of their E.I. claim. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds percent (66 2/3%) of her straight time wages for weeks three (3) through seventeen (17) of any personal illness or injury but shall not be eligible for benefits under 16.05 below.

17.05 The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks eighteen (18) through thirty-five (35) of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds percent (66 2/3%) of scheduled straight time wages lost.

17.06 Weekly Indemnity plan for new employees will be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula set out in 15.04 in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employees home or paid by direct deposit.

- a. Weekly Indemnity participation is voluntary for all employees.
- b. Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- c. An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
- d. Notwithstanding c) above;
 - i. an employee who is successful in a job posting where the scheduled hours are over forty-five (45) every two (2) weeks, will be automatically enrolled within one (1) month of the successful, posting.

- 17.07 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- 17.08 It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.
- 17.09 The Employer may request proof of disabling accident or sickness:
- a. For any absence in excess of two (2) days;
 - b. For the fourth (4th) and succeeding illness in the sick leave year.
- 17.10 The Employer shall exercise discretion in making such requests.
- 17.11 When the Employer requires a sick leave certificate, medical note or Functional Abilities and the doctor charges the employee for such documentation, the Employer will reimburse the employee for the documentation to a maximum of sixty dollars (\$60.00).

Notes that are properly submitted shall normally be reimbursed within five (5) business days.

17.12 The Employer will notify the employees of their accumulation of sick leave on request.

17.13 An employee off work due to illness and entitled to sick leave shall not engage in any gainful employment during the time she is off work. An employee who violates this rule will forfeit all seniority rights and is subject to dismissal.

17.14 The regular rates of wages of a part-time employee whose hours of work differ from day to day, shall be the average of the part-time employee's daily earnings exclusive of overtime for the days worked in the thirteen (13) week period immediately preceding the commencement of the sick leave.

17.15 An employee who becomes ill during working hours shall be paid sick pay for the balance of his/her scheduled shift.

ARTICLE 18 - PENSION

The CLAC Pension Plan ("the Plan"), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement.

- 18.01 New employees will join the Plan immediately upon completing the probation period in Article 6.
- 18.02 Each pay period, the Employer shall remit to the CLAC Remittance Processing Centre (“RPC”), for each eligible employee, an Employer contribution equal to four percent (4%) of gross wages. Employer contributions will vest in accordance with the rules of the Plan.
- 18.03 Each pay period, the Employer shall deduct from the gross earnings of each eligible employee, and remit to the RPC, an amount equal to four percent (4%) of gross wages.
- 18.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the RPC, additional voluntary employee pension contributions which are above and beyond those contributions outlined in Articles 17.02 and 17.03. A request for such deductions shall be submitted to the Employer on a form provided by the Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions. This shall be an option twice per year; January 1 – January 31 and July 1 – July 31.
- 18.05 The Employer’s contributions to the Plan will be non-refundable to the Employer once received by the RPC and will vest immediately in the employee on whose behalf the deposit was made.

- 18.06 The total amount of pension contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee.
- 18.07 The Employer has an obligation to continue pension contributions during a period of injury insured under applicable provincial workplace safety insurance legislation, to the extent required by such legislation.
- 18.08 The Employer will remit pension contributions to the RPC by the fifteenth (15th) day following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable for each. Employer, employee and voluntary contributions will be recorded separately on the remittance. The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

- 18.09 Subject to letter of understanding #9, in the event that a remittance has not been received by the Union by the date set out in Article 17.08, the Employer is responsible to compensate the Plan for any investment returns lost by the employees a result of the late remittance. This compensation amount shall be calculate on all applicable contributions which are part of the remittance.
- 18.10 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 17.02 will be paid to that employee on each paycheque. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if he/she were still contributing to the Plan.
- 18.11 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.
- 18.12 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employee's behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 19 - ABSENCE FROM WORK AND REPORTING

19.01 If an employee is unable to report for work, she/he shall give the Employer a minimum of four (4) hours notice. For all shifts that commence before 7:00 a.m. one (1) hour notice is required. In the case of other day shift work this time element will be one and one-half (1½) hours for nursing and dietary, one (1) hour for all other departments. If notice is not given within the required time, the employee shall not be entitled to her/his sick pay on the first (1st) day of illness.

19.02 An employee who is off work due to illness or injury for one (1) day shall be expected to return to work for the next scheduled shift, unless s/he provides notice as set out in 18.01. Failure to provide notice shall result in the loss of entitlement to sick pay for that day.

An employee who is off work due to illness or injury for a short term must inform the Employer four (4) hours in advance of her/his scheduled shift that she/he will return to work. In case of a long-term absence, she/he must inform the Employer twenty-four (24) hours in advance of her/his scheduled shift that she/he will return to work.

Short-term absence in this Article shall mean one (1) to four (4) days.

Long-term absence in this Article shall mean five (5) days to four (4) weeks.

If the employee is off work for four (4) weeks or longer she/he shall provide the Employer with one (1) week's notice of her/his return. If the time is in excess of three (3) months, two (2) weeks notice shall be given.

In cases where the leave is a result of injury or illness, time lines may be adjusted to allow review of any medical documentation to ensure the safe return to the workplace.

**ARTICLE 20 - LEAVES OF ABSENCE, EDUCATIONAL LEAVES,
UNION LEAVE & BEREAVEMENT LEAVE**

20.01 The Employer shall have the discretion to grant a leave of absence without pay for good and sufficient reasons provided that the Employer receives reasonable notice in writing and that such leave may be arranged without undue inconvenience to the normal operations of the nursing home. This discretion shall not be unreasonably exercised. When applying for a leave of absence, the employee must notify the Employer of the date of departure and the date of return. The request for a leave of absence and the Employer's response to the request shall be put in writing.

20.02 Employees who are on leave of absence will not engage in gainful employment elsewhere. An employee who violates this rule will be dismissed by the Employer unless she/he can show that it was an emergency situation.

20.03 An employee who overstays her/his leave of absence shall be considered to have terminated employment, unless she/he has obtained permission from the Employer in writing or provided the Employer with a satisfactory explanation.

20.04 Leaves of absence will not be granted to probationary employees. Unless stated otherwise in this Agreement, an employee on leave of absence shall not receive or accrue any benefits.

20.05 All benefits except seniority shall stop accumulating when a leave of absence exceeds one (1) month if employed less than two (2) years, and three (3) months if employed two (2) years or more as stipulated in Article 15.02. Seniority for a leave of absence shall only accrue for one (1) month.

20.06 Education Leave

- a. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with such courses, as well as the employees' regular wages for time spent. This Article shall not apply to the certified health care aide courses. Time spent shall not be considered overtime.
- b. A leave of absence for educational purposes will be granted for a maximum of ten (10) months to two (2) employees annually, provided the course to be taken is work related. Leaves will be granted on a first

come, first served basis. The employee shall not work anywhere else while on leave and, if requested, will work on some weekends if possible. Further leaves may be granted at the reasonable discretion of the Employer.

The position vacated will be posted as a temporary position. If the employee on educational leave drops out of the educational program, she/he will not be allowed to return to her/his original position until the end of the posted leave period.

20.07 Bereavement Leave

Employees who have completed the probation period shall be granted bereavement leave to be taken any time between the date of death and two (2) days after the funeral according to the following:

- a. If bereaved of a spouse, common law spouse or child shall be granted a leave of absence of five (5) consecutive days without loss of pay.
- b. If bereaved of a parent, brother, sister or grandchild, then the leave shall be four (4) consecutive days without loss of pay.
- c. If bereaved of a grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, then the leave shall be of three (3) consecutive days without loss of pay.

It is agreed that if the funeral is not attended, the paid leave shall be limited to two (2) consecutive days ending no later than the day of the funeral.

- d. If an employee is bereaved of an aunt, uncle, niece or nephew, then the leave shall be of one (1) day without loss of pay ending the day of the funeral.
- e. An employee who has not completed the probationary period shall be granted a leave of absence; however, such leave may be without pay.
- f. In the event of a spring interment, an employee may save one (1) of the days identified above without loss of pay to attend the interment. This needs to be identified at the time of death.
- g. In the event that an employee requires an exception based on religious grounds regarding the cut off based on the date of the interment, they may be in writing to the Administrator.

20.08 If an employee attends the funeral of a member in the immediate family (as specified in Article 19.07) while being on sick leave, the bereavement leave will not be charged against accumulated sick leave.

20.09 Maternity Leave, Adoption and Parental Leave

The following is intended only as a summary of the Employment Standards Act provisions pertaining to Pregnancy and Parental Leave. In all cases of dispute the provisions of the Act will determine the outcome.

- a. An employee who is pregnant, or who comes into custody, care and control of a child for the first time is entitled to leave for a period of up to seventeen (17) weeks in accordance with the Employment Standards Act as amended. The employee must have been employed for at least thirteen (13) weeks to qualify for such leave.
- b. The employee shall normally give the Employer two (2) weeks notice in writing of the date she intends to commence the leave and shall provide the Employer with a certificate from a legally qualified medical practitioner giving the estimated day upon which delivery will occur in his opinion in the case of the maternity leave.
- c. Where an employee intends to return to work sooner than (or later than) her original date of return, she shall give the Employer at least four (4) weeks written notice of such intention.
- d. An employee who has been employed for at least thirteen (13) weeks may be entitled to a parental leave of absence. The parental leave must begin immediately following a pregnancy leave for a birth mother and the leave is a maximum of thirty-five (35) weeks. For an employee who is not the birth mother, the leave may start following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time but in any case no later than fifty-two (52) weeks after the day the child

is born or comes into the custody, care and control of a parent for the first time. The length of the parental leave for an employee who is not the birth mother shall be a maximum of thirty-seven (37) weeks. The employee must give the Employer at least two (2) weeks written notice of her intent to commence such leave.

- e. The Employer may require the employee to commence her maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.

f. **Maternity top-up**

An Employee on leave as set out above, who is in receipt of Employment Insurance Maternity Benefits pursuant to Section 30 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the different between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings.

Such payment shall commence on a monthly basis following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance stub as proof that she is in receipt of

Employment Insurance Maternity Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employer will accept the first E.I. stub as full and sufficient proof of her eligibility for top-up payments for the duration of the maternity leave period.

The employee's regular weekly earnings shall be determined by multiplying her hourly rate on her last day worked prior to the commencement of the leave, times her average hours paid per week during her four (4) regular pay periods prior to the commencement of the pregnancy leave.

Parental leave top-up

An employee on parental leave who did not qualify for Employment Insurance Maternity Benefits but is in receipt of Employment Insurance Parental Benefits shall qualify for the supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings.

Such payment shall commence on a monthly basis 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 she is in receipt of Employment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employer will accept the first EI stub as full and sufficient proof of her eligibility for top-up payments for the duration of the maternity leave period.

The employee's regular weekly earnings shall be determined by multiplying her hourly rate on her last day worked prior to the commencement of the leave, times her average hours worked per week during her four (4) regular pay periods prior to the commencement of the pregnancy leave.

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

20.10 Union Leave

- a. Subject to the need to maintain the efficient and effective operation of the Home, the Employer agrees to grant leave of absence for Union business to employees selected by the Union to attend

conventions, conferences and to participate in other Union business. It is understood that the maximum total of all leaves granted under this section will not exceed ten (10) normal working days per employee in any calendar year. The Union will make every effort to provide the Employer with one (1) month's advance notice. The total number of working days leave for the bargaining unit per calendar year shall not exceed thirty (30) working days. For leaves exceeding five normal working days the Employer shall maintain the member's wages and benefits for the duration of the leave and bill the Union to be reimbursed in total for the cost to do so.

- b. Upon application by the Union, in writing, the Home will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to a full time position within the Union. The Employer shall be given a minimum of four (4) weeks' notice of such request. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for not more than one (1) calendar year from the date of appointment.

Seniority shall accumulate for employees during such leave, on the basis of what his/her normal regular hours of work would have been. Service shall accumulate for employees during such leave to the

maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

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

The Home may fill the vacancy resulting from such leave on a temporary basis. It is understood and agreed that for WSIB purposes such employees are deemed to be employees of the Union during such leave.

ARTICLE 21 - WORKERS' SAFETY AND INSURANCE

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

- a. The Employer shall continue to pay all health and welfare benefits for a period of one (1) year.
- b. Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee,

providing the employee pays the total cost of the premiums to the Employer for each monthly period during the absence. Employees must submit the premiums by the fifteenth (15th) of the month to the Employer or the Employer will drop coverage and the employee will not be entitled to insurance coverage until she/he returns to work.

- c. An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this Agreement during any absence covered by WSIB except where specified otherwise. An employee's absence during which she/he receives WSIB shall be considered as time worked for the purpose of calculating vacation pay, providing the employee returns to work within fifty-two (52) weeks after the injury or illness occurred.
- d. If the anticipated length of an absence due to a compensable accident is of six (6) weeks' duration or more, the Employer will post notice of the vacancy in accordance with the job-posting procedure in this Agreement. An injured employee shall have a period of two (2) years within which she/he shall retain seniority; within these two (2) years she/he shall have the right to return to work, but only if her/his doctor indicates to the Employer that she/he has the physical capacity to fully perform her/his normal job subject to the requirements of the Ontario Human Rights Code.

- e. If an employee returns to work within a two (2) year period, she/he shall regain her/his former job or its equivalent without loss of seniority or benefits accrued to the date of injury.
- f. If an employee returns to work under the modified work program, such return to work shall be considered a continuation of her/his current period on WSIB.

ARTICLE 22 - UNIFORMS AND APRONS

22.01 Kitchen staff shall be provided with aprons free of charge, if such aprons must be worn during work.

22.02 Uniform allowance shall be paid to employees in accordance with the following schedule:

Full-time: \$13.00 per month	Part-time: \$7.00 per month
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Uniform allowance shall be paid in a lump sum once a year and added to the employee's paycheque during the month of October.

A part-time employee who regularly works less than four (4) shifts in a two (2) week period shall not receive uniform allowance.

ARTICLE 23 - STUDENTS

- 23.01 An employee in the Student classification as defined in Article 2.02(c) shall be paid out accrued vacation pay and uniform allowance around or about September 1 of each year. Students shall not be eligible for any other benefits.
- 23.02 A student shall retain her/his seniority in the department from one year to the next. All seniority accumulated will be credited to the employee should she/he return as a full-time or part-time employee. The probationary period for a student shall be three hundred (300) hours actually worked.

ARTICLE 24 - JURY DUTY

- 24.01 The Employer shall reimburse a full-time employee for two (2) months and a part-time employee for one (1) month of time lost while serving on a jury. The employee must provide the Employer with a signed document from the clerk of the court, stating the days in attendance and the amount of payment received from the court, and the Employer shall deduct such payments from the employee's wages.
- 24.02 It shall be the employee's responsibility to advise the Employer immediately of the date(s) she/he is to serve on jury duty.

ARTICLE 25 - DISCHARGE, SUSPENSION AND WARNING

25.01 When the conduct, performance or attitude of an employee calls for a discipline by the Employer, the discipline (including a record of a verbal reprimand having been given) shall be in writing and a copy of this discipline shall be forwarded immediately to the stewards and the Union office. Letters of discipline shall be removed from an employee's file eighteen (18) months after the occurrence provided there has been no recurrence of the conduct, performance or attitude complained about within that eighteen (18) month period.

It is understood that leaves of absence from work in excess of thirty (30) calendar days shall not count toward the determination of the sunset clause.

25.02 Within five (5) work-days following a warning, suspension or discharge, the employee involved (provided she/he has completed the probationary period) may together with a Union representative question the Employer about the reasons for the warning, suspension or discharge. Within five (5) work-days following this discussion, the Union may process the complaint via step 3 of the grievance procedure.

ARTICLE 26 - GRIEVANCE AND ARBITRATION PROCEDURE

26.01 The parties to this Agreement recognize the stewards and the CLAC Representatives as the agents through which employees shall process their grievances.

26.02 The reference to days excludes Saturdays, Sundays and public holidays. Time limits mentioned in this Article may be extended on consent of both parties.

26.03 The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) work-days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties concerning the interpretation, application or administration of this Agreement.

26.04 A "Group Grievance" is defined as a single grievance, signed by a steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with step 1. The grievers shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

26.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted to arbitration, bypassing steps 1, 2 and 3. A policy grievance shall be signed by a CLAC Representative and submitted to the Employer.

26.06

- a. It is the mutual desire of the parties herein that complaints of employees be adjusted as quickly as possible and it is understood that an employee has no grievance unless a complaint has been referred to the employee's immediate Supervisor. Any complaint shall be discussed with the Supervisor concerned within five (5) workdays after the circumstances occurred, originated or become known.

The Supervisor shall give an oral decision to the complaint within five (5) workdays.

If the employee believes that complaint has not been satisfactorily adjusted, she may proceed to the grievance procedure.

The parties to this Agreement recognize the stewards and the CLAC Representatives as the agents through which employees shall process their grievances.

b. **Step 1**

Any employee having a grievance must, accompanied by a steward or a CLAC Representative, submit the complaint in writing to her immediate supervisor within five (5) days, after the complaint procedure as outlined in Article 26.06 a) above. The supervisor will deal with the grievance not later than the fifth (5th) day following the day on which the grievance is submitted, and will notify the grievor and the Union Representative of his decision in writing not later than the fifth (5th) day following the receipt of the grievance.

c. **Step 2**

If the grievance is not settled under Step 1, a Union Representative will, within five (5) working days, after the decision under Step 1 (or the day on which this decision should have been made), submit a written grievance to the Employer. The parties shall meet to discuss the grievance within five (5) days after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) days following the said meeting.

26.07 If the parties fail to settle the grievance at step 3 of the grievance procedure, the grievance may be referred to arbitration as follows.

26.08 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) calendar days after receiving the decision given at step 3 of the grievance procedure.

26.09 If a party wishes to arbitrate a dispute, it shall indicate whether it wishes to have this done by a board of arbitration or by a sole arbitrator.

If the party serving the notice opts for a board of arbitration, the two parties shall each nominate an nominee within seven (7) days, and each shall notify the other party of the name and address of its nominee. The two nominees so appointed shall jointly select a chairman. If they are unable to agree on the selection of a chairman within seven (7) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairman.

If the party serving the notice opts for a sole arbitrator, the two parties shall jointly select a sole arbitrator. In case they are unable to reach agreement on this matter, either party may request the Minister of Labour to appoint the arbitrator.

All references in this Article to a board of arbitration shall equally apply to a sole arbitrator.

26.10 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairman of an arbitration board or as sole arbitrator.

26.11 The decision of a majority is the decision of the arbitration board but if there is no majority, the decision of the chairman of the arbitration board governs.

26.12

- a. Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- b. The parties may jointly refer the grievance to mediation prior to or in conjunction with the Arbitration process outlined below. The cost of such mediation shall be shared equally among the parties.

26.13 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with this Article, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

26.14 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in the Articles dealing with grievance and arbitration procedures, where it appears that the default was due to a reliance upon words or conduct of the other party.

26.15 The arbitration board is to be governed by the following provisions:

- a. The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it;
- b. The board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
- c. The board shall not have the power to alter or amend any of the provisions of this Agreement;
- d. The parties and the arbitrator shall have access to the Employer's premises to view working conditions or operations that may be relevant to the resolution of a grievance;
- e. The board shall have the power to amend a grievance and to modify penalties;
- f. The board shall have jurisdiction to determine whether a grievance is arbitrable;

- g. The board shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable;
- h. Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the chairman of the board. Each party shall pay the expenses of its nominee and those of any witnesses they call.

26.16 Notwithstanding the arbitration procedure outlined above, a grievance after the third step in the grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the Labour Relations Act.

ARTICLE 27 - UNION EDUCATION AND TRAINING FUND

27.01 The Employer shall monthly remit to the Union, together with the remittance of Union dues, two cents (\$0.02) per hour worked for each employee in the Union's bargaining unit. The remittance will show the number of hours worked by each employee in the month in question. The purpose of the fund will be for providing paid education leave and for upgrading the employee skills in all aspects of union functions.

ARTICLE 28 - DURATION

28.01 This Agreement shall be effective on the first (1st) day of June, two thousand and nineteen (2019) and shall remain

in effect until the thirty-first (31st) day of May two thousand and twenty-two (2022) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither party give such notice, this Agreement shall renew itself for a period of one (1) year.

All provisions of this Agreement shall be in effect as stipulated in the memorandum of settlement. The payment of retroactive wages shall be done by separate cheque or bank transfer within three (3) full pay periods of the date of Award. Any employee who has left the employ of the Employer after June 1, 2019, is to be so notified in writing at his/her last known address on file within thirty (30) days of the date of Award. Payment to such former employees is to be made within thirty (3) days of the employee's acknowledgement of receipt of such notice.

DATED at MISSISSAUGA, Ontario this 12th
day of April, 2021.

Signed on behalf of
AURORA RESTHAVEN

Per  _____

AURORA RESTHAVEN
CLAC LOCAL 304
COLLECTIVE AGREEMENT JUNE 1, 2019 – MAY 31, 2022

Per 

Signed on behalf of
HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL 304

Per 

Per 


**AURORA RESTHAVEN
CLAC LOCAL 304
COLLECTIVE AGREEMENT JUNE 1, 2019 – MAY 31, 2022**

SCHEDULE "A"

Classification	Step	Expired	Effective	Effective	Special Adjustment \$0.10 February 26, 2021	Effective
		1-Jun-18	1-Jun-19	1-Jun-20		1-Jun-21
Nurses' Aide	Start	\$19.45	\$19.72	\$20.02		\$20.32
	After Probation	\$19.77	\$20.05	\$20.35		\$20.66
	1 Year	\$20.12	\$20.40	\$20.71		\$21.02
	2 Years	\$20.47	\$20.76	\$21.07		\$21.39
	3 Years	\$20.86	\$21.15	\$21.47		\$21.79
Health Care Aide/PSW	Start	\$19.89	\$20.17	\$20.47		\$20.78
	After Probation	\$20.26	\$20.54	\$20.85		\$21.16
	1 Year	\$20.61	\$20.90	\$21.21		\$21.53
	2 Years	\$20.99	\$21.28	\$21.60		\$21.92
	3 Years	\$21.31	\$21.61	\$21.93		\$22.26
Recreation Aide	Start	\$19.89	\$20.17	\$20.47		\$20.78
	After Probation	\$20.26	\$20.54	\$20.85		\$21.16
	1 Year	\$20.61	\$20.90	\$21.21		\$21.53
	2 Years	\$20.99	\$21.28	\$21.60		\$21.92
	3 Years	\$21.31	\$21.61	\$21.93		\$22.26
Restorative Care Aide	Start	\$20.16	\$20.44	\$20.75		\$21.06
	After Probation	\$20.54	\$20.83	\$21.14		\$21.46
	1 Year	\$20.88	\$21.17	\$21.49		\$21.81
	2 Years	\$21.25	\$21.55	\$21.87		\$22.20
	3 Years	\$21.58	\$21.88	\$22.21		\$22.54
Dietary Aide Housekeeping Laundry Aide	Start	\$19.65	\$19.93	\$20.23		\$20.53
	After Probation	\$19.98	\$20.26	\$20.56		\$20.87
	1 Year	\$20.33	\$20.61	\$20.92		\$21.23
	2 Years	\$20.68	\$20.97	\$21.28		\$21.60
	3 Years	\$21.07	\$21.36	\$21.68		\$22.01
Cook	Start	\$20.88	\$21.17	\$21.49		\$21.81
	After Probation	\$21.22	\$21.52	\$21.84		\$22.17
	1 Year	\$21.59	\$21.89	\$22.22		\$22.55
	2 Years	\$21.94	\$22.25	\$22.58		\$22.92
	3 Years	\$22.30	\$22.61	\$22.95		\$23.29
Registered Practical Nurse	Start	\$26.83	\$27.21	\$27.62		\$28.03
	After Probation	\$27.21	\$27.59	\$28.00		\$28.42
	1 Year	\$27.56	\$27.95	\$28.37		\$28.80
	2 Years	\$27.95	\$28.34	\$28.77		\$29.20
	3 Years	\$28.28	\$28.68	\$29.11		\$29.55

**AURORA RESTHAVEN
CLAC LOCAL 304
COLLECTIVE AGREEMENT JUNE 1, 2019 – MAY 31, 2022**

Maintenance	Start	\$19.45	\$19.72	\$20.02	\$20.12	\$20.42
	After Probation	\$19.77	\$20.05	\$20.35	\$20.45	\$20.76
	1 Year	\$20.12	\$20.40	\$20.71	\$20.81	\$21.12
	2 Years	\$20.47	\$20.76	\$21.07	\$21.17	\$21.49
	3 Years	\$20.86	\$21.15	\$21.47	\$21.57	\$21.89
Student	Start	\$13.41	\$13.60	\$13.80		\$14.01
	After Probation	\$13.77	\$13.96	\$14.17		\$14.38
	1 Year	\$14.13	\$14.33	\$14.54		\$14.76

Classifications and Hourly Rates

Employees who have completed the Health Care Aide/PSW course at an approved community college or have a Registered Nurse or Registered Practical Nurses certificate and are working as nursing aides shall be paid the health care aide rate.

The training rate mentioned in Article 9.03 shall be minimum wage.

All employees who reach 15,000 hours of seniority shall receive a one-time seniority payment of one hundred dollars (\$100.00).

Note: The Employer agrees to notify the Union of any change to job qualifications pursuant to changes in the MOHLTC Regulations. Such notification will be provided at a Labour Management Meeting.

LETTER OF UNDERSTANDING #1

Between

**AURORA RESTHAVEN
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

That Health Care Aides/PSW's who have acquired their RPN certificate, will be allowed to work as RPNs in cases of emergency or when there is no other RPN to call.

The parties agree that this letter will continue for the term of this Collective Agreement, and may be rescinded upon agreement by the parties.

LETTER OF UNDERSTANDING #2

Between

**AURORA RESTHAVEN
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

For the term of the amended collective agreement effective June 1, 2013, it is agreed as follows:

1. An employee who is qualified as a Physiotherapy Aid or Occupational Therapy Aide pursuant to the current regulations respecting qualifications and works as either a Recreation Aide or a Health Care Aide/PSW, shall receive a premium of twenty cent (\$0.20) per hour above the relevant rate set out in the collective agreement.
2. An employee who is qualified as a Recreation Aide pursuant to the current respecting qualifications and also has a Health Care Aide or Personal Service Worker certificate and works as either a Recreation Aide or a Health Care Aide, shall receive a premium of five cents (\$0.05) per hour above the relevant rate set out in the collective agreement.

3. This letter of understanding will be reviewed at the end of this collective agreement by the Employer and the Union as to whether or not it is advisable to continue this practice.

LETTER OF UNDERSTANDING #3

Between

**AURORA RESTHAVEN
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

The parties agree that effective the date of ratification or January 1, 2005 (whichever occurs later); and each January 1 thereafter, all employees who have achieved perfect attendance for the calendar year will be entered into a pool and will be eligible to share \$1,000.00. Perfect attendance represents no lost days except for those days deemed to be Emergency Leave as defined by the *Employment Standards Act, 2000*. The draw will be held no later than December 15 of each calendar year. The parties agree this Letter of Understanding will be excluded from the grievance arbitration procedure in the collective agreement.

LETTER OF UNDERSTANDING #4

Between

**AURORA RESTHAVEN
(hereinafter referred to as "the Employer")**

And

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

RE: SHIFT EXCHANGES UNDER ARTICLE 9.06

With regard to the practice of shift exchanges, the parties agree to the following parameters in addition to those outlined in Article 9.06:

1. Where ever possible, shift exchange requests should be submitted 5 days in advance or more. Furthermore, it is understood that management will normally respond to shift exchange requests no later than 3 business days from the date of the request.
2. Shift exchanges must be completed within 4 weeks (28 days).
3. Shift exchanges cannot be attached to vacation, stats, lieu or floats to extend scheduled time off in July and August.

Should there be any concerns with these parameters, the parties agree to meet and discuss solutions. If the parties are unable to mutually agree to a resolution, the practice shall revert to the language of the collective agreement. This letter shall remain in force for the life of the collective agreement or as otherwise agreed by the parties.

Notwithstanding the above and in emergencies or where special circumstances arise after these time frames, an employee may be granted a request for a lieu day, single vacation days or float days provided that they have a valid reason for that request supported where practicable by reasonable documentation submitted as soon as is reasonably possible from the date of the request. Such request shall not be unreasonably denied.

An emergency is a serious situation, beyond the employee's control, unforeseeable, occurring with no notice and for which the employee's attendance is required.

LETTER OF UNDERSTANDING #5

Between

**AURORA RESTHAVEN
(hereinafter referred to as "the Employer")**

And

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

RE: ARTICLE 11 OF THE COLLECTIVE AGREEMENT

For the term of the amended Collective Agreement effective June 1, 2015.

11.05 Notwithstanding section 11.03 and 11.04 of the Collective Agreement, the parties agree that the scheduling of vacations shall be done on the basis of seniority for each shift and for each floor in order to allow as many employees as is reasonably possible with a minimum of two (2) PSWs to be on vacation at any one (1) time.

Note: G1 and G2 for the purposes of this Article shall be considered one (1) floor.

Night shift shall have a maximum of three (3) PSWs off on vacation at any one (1) time.

RPNs no more than two (2) off on vacation at any one (1) time (any given day).

In other departments as follows: normally no more than one (1) employee off on vacation at a time except in dietary which would normally allow two (2) employees to be off on vacation at one (1) time (any given day).

Should there be any concerns with these parameters, the parties agree to meet and discuss solutions. If the parties are unable to mutually agree to a resolution, the practice shall revert to the language of the Collective Agreement. This letter shall remain in force for the life of the Collective Agreement or as otherwise agreed by the parties.

LETTER OF UNDERSTANDING #6

Between

**AURORA RESTHAVEN
(hereinafter referred to as "the Employer")**

And

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

**RE: TEMPORARY FULL-TIME SUPERNUMERARY (NEW
NURSING GRADUATE FUDNING INITATIVE) RPN**

Chartwell Aurora and the Union agree the creation of temporary full-time supernumerary positions for Registered Practical Nurses in accordance with the following provisions:

- a. The supernumerary positions are for newly graduated RPNs who graduated from a nursing program;
- b. Will work in a temporary full-time supernumerary position;
- c. Temporary full-time positions created in accordance with this Letter of Understanding will not be subject to internal postings;
- d. Will be considered temporary full-time and covered by the terms and conditions of full-time employment and will be in a formal mentorship arrangements;

- e. These supernumerary positions shall be in addition to the regular staff complement;
- f. Regular staff will not be cancelled as a result of these additional positions;
- g. The duration of such supernumerary appointments will be for six (6) months unless an employee in a supernumerary position has not successfully posted into a permanent position by the end of the six (6) month period, their employment will be extended for an additional six (6) week period as a supernumerary full-time employee funded by Chartwell Aurora, unless there are vacant lines that were not filled through the internal posting process;
- h. Employees in a supernumerary position can apply for posted positions but cannot transfer until after three (3) month probation period is completed;
- i. Seniority will not accrue for the period of employment in the supernumerary position;
- j. Either party may terminate this arrangement in the event of a lay off;
- k. The parties, therefore agree that service will not accrue for the period of employment in the supernumerary position;
- l. In the event a new graduate RPN is successful in obtaining a position with the Employer and transfers from temporary position funded by the New Graduate Funding Initiative the seniority provisions of the Collective Agreement will apply but will not be granted any seniority for hours worked during the period of employment funded by the New Graduating Funding Initiative.

LETTER OF UNDERSTANDING #7

Between

**AURORA RESTHAVEN
(hereinafter referred to as "the Employer")**

And

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304,
CLAC
(hereinafter referred to as "the Union")**

RE: PENSION LANGUAGE 17.09

The parties understand and agree that the intent of Article 17.09 is not to address the kinds of issues/concerns which arise during the course of one (1) pay cycle and can be remedied within the next full pay cycle.

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