

THE BOARD OF MANAGEMENT OF THE
WEST NIPISSING HOME FOR THE AGED



AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 896, C.L.C.

CUPE·SCFP / *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique

COLLECTIVE AGREEMENT

January 1, 2021 to December 31, 2023

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THIS AGREEMENT MADE AND ENTERED INTO THIS 1ST DAY OF JANUARY 2021.

BETWEEN:

**THE BOARD OF MANAGEMENT OF WEST NIPISSING
HOME FOR THE AGED**

(Hereinafter referred to as "The Home")

party of the first part,

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 896, C.L.C.**

(Hereinafter referred to as "The Union")

party of the second part.

ARTICLE 1- PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02** Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 2 - SCOPE

- 2.01** The Home recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees save and except Professional Medical Staff, Department Heads, persons above the rank of Department Head, Registered Nurses and Office Staff.

ARTICLE 3 – UNION SECURITY

3.01 No Other Agreements

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

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

3.02 Correspondence

All correspondence between parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or his/her designate and the Secretary of the Union with a copy sent to the Local President.

The Secretary of the Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

3.03 Work of the Bargaining Unit

Employees not covered by the terms of the Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

3.04 The Home agrees to prepare job descriptions for all positions for which the Union is bargaining agent, within ninety (90) days of the conclusion of bargaining, or the date of arbitration, whichever is later. Any further amendments thereto shall be provided to the Union no later than April 1 of every year and shall become the recognized job descriptions. An employee will be given a copy of her job description upon request.

3.05 Definition of Employee

- a) A "full-time" employee shall be deemed to be an employee who regularly works more than thirty-two (32) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A "part-time" employee shall be deemed to be an employee who regularly works not more than thirty-two (32) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling. A part-time employee who accepts a temporary full-time job shall retain his part-time status during such assignment but be scheduled in the same way as the full-time worker he is replacing.

3.06 Contracting Out

The Home shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of employees follows. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

3.07 It is recognized that the Home is responsible for the safety, health, comfort and general welfare of the residents of the Home; therefore, the employees

recognize that they must be prepared at all times to assist in carrying out the services provided by the Home.

- 3.08** This responsibility to the residents is the responsibility of the Home and requires that any dispute arising out of the terms of this Agreement be adjusted and settled in an orderly manner without interruption of the said services to the residents; therefore, the employees agree that if any difference with the Home occurs during the time period of this Agreement, the same will be dealt with under the grievance procedure hereinafter set forth.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01** In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Home agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or collective action which will stop or interfere with the functioning of the Home for the duration of this Agreement. Both parties agree to observe the law regarding strikes or lockouts including the *Hospital Labour Disputes Arbitration Act* and any regulations that may apply.

ARTICLE 5 - DISCRIMINATION

- 5.01** The Home agrees that all Employees will be protected against discrimination respecting their human rights and employment in all matters, that there will be no interference, restrictions or coercion exercised or practised by any of its representatives with respect to any employee because of his membership or non-membership in the Union or any other prohibition of the *Ontario Human Rights Code*.

5.02 No Coercion

The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the Home by any of its members or representatives and that there will be no union activity, solicitation for membership or collection of dues on Home time, except as otherwise provided in this Agreement, and no meetings on Home premises except with the permission of the Home.

5.03 Relationship

All Employees who are in the employ of the Home at the signing date of this agreement and all new employees who enter the employ of the Home after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly union dues to be deducted from their wages and remitted to the Union.

Harassment

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

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

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union agrees that the Home has the right to manage the operations of the Home, direct the working forces, to hire, discharge, promote, demote, transfer, lay-off, suspend or discipline employees for just cause. The Home agrees that these functions shall be executed in accordance with the provisions of this Agreement, subject to the employee's right to lodge a grievance as set forth herein.

ARTICLE 7 - DEDUCTION OF UNION DUES

7.01 The Home shall deduct from every eligible employee after thirty (30) days' employment, any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or By-laws and owing by him to the Union.

7.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names and regular earnings of all employees whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

7.03 New Employees

(a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union Security and Dues Check-Off.

(b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired employee who is not a member of the Union, once during the employee's week of orientation, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer, with advance notice to the Union. The Union President, or designate, shall first obtain permission from her direct supervisor before leaving her work station for such interview, not to exceed fifteen (15) minutes in duration.

(c) **Contact Information**

The Employer will provide to the Union, a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and either the work e-mail or, if available, the personal e-mail.

The list will also indicate the employee's employment status (such as full-time, part-time, temporary, seasonal, casual); and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contract designated by the Local Executive on a bi-annual basis.

ARTICLE 8 – STEWARDS AND COMMITTEES

8.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

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

8.02 Stewards and Grievance Committee

The Home acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards, to be limited to one (1) steward for each Department, except in the Nursing Department where the Union may appoint two (2) stewards. Department to mean: Nursing, Kitchen, Activity, CSS programs, Maintenance, Housekeeping and Laundry.

Union stewards and members of committees must obtain permission from their immediate supervisor before absenting themselves from their place of duty in order to deal with grievances or other union business connected with this Agreement. Such persons shall not be unreasonably refused, having regard for efficiency of operations of the Home. In accordance with this understanding, the Home shall not make any deductions from such Union stewards or committee members for time so spent at joint meetings only.

8.03 Negotiating Committee

The Home acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees, it being understood that the Union will endeavour to have no more than two (2) such

employees from any department. The Home will recognize and deal with the said Committee with respect to any matter, which properly arises from time to time during the term of this Agreement.

Negotiating Committee members shall be entitled to leave their work during work hours in order to participate in the negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. The Negotiation Committee shall have the right to attend negotiation meetings without loss of remuneration or seniority and service, up to the point of interest arbitration.

8.04 Labour Management Committee

a) A Labour-Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support and cooperation of both parties to this Agreement in the interest of maximum service to the public.

b) The Committee shall concern itself with matters of the following nature:

- (1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees;
- (2) Increasing operating efficiency by promoting cooperation in effecting economy moves;
- (3) Improving of service to the public;
- (4) Promoting of safety and sanitary practice and observance of safety rules;
- (5) Reviewing suggestions from employees, questions of working conditions and service, but not grievances concerned with services;
- (6) Correcting of conditions making for grievances and misunderstandings;
- (7) Promoting education and training of the staff.

c) Except as may be otherwise mutually agreed, the Committee shall normally meet on a monthly basis at a mutually agreed time provided either of the parties identifies matters for discussion. Members shall receive notice and employees shall not suffer any loss of pay for time spent with the Committee.

d) A representative of management and a Union Representative shall be designated as Joint Chairman and shall alternate in presiding over the meeting.

e) Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the Joint Chairman. The Union and the Employer shall each receive two (2) signed copies of the minutes, within seven (7) days following the meeting.

f) The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

g) Workload Review Forms will be a standing item on the Labour Management Committee Agenda. The Union will be provided with copies of all Workload Review Forms filed by employees, as well as responses filed by Management and will be provided with the opportunity to respond in writing, prior to the Committee meeting.

8.05 The Employer shall continue to pay employees all wages and benefits when away from their regular duties to perform union duties as per Article 8 of the Collective Agreement. When such leave is requested and not with regard to activities specifically listed under Article 8, the Employer shall continue to pay employees all wages and benefits and subsequently prepare a bill for the Union for the cost of the day, including pension and benefit contributions. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate Supervisor the opportunity of reviewing and responding to his complaint. Such complaint shall be discussed with his immediate Supervisor within five (5) working days, exclusive of Saturdays, Sundays and holidays, after the circumstances giving rise to it occurred or ought reasonably to have come to the attention of the employee, and failing settlement within five (5) working days, exclusive of Saturdays, Sundays and holidays, the employee shall then be entitled to take it forward to the grievance procedure, provided such action occurs within five (5) working days, exclusive of Saturdays, Sundays and holidays, following advice of the immediate Supervisor's decision. Grievances, which must be submitted and responded to in writing at all stages, shall be dealt with in the following manner.

Step 1 The employee assisted by a steward shall first take the matter up with the immediate Supervisor. Failing settlement at this stage within two (2) working days, excluding Saturdays, Sundays and holidays, then Step 2 may be invoked.

Step 2 The grievance shall be submitted to the Grievance Committee who shall take the matter up with the Human Resources Co-ordinator. Failing settlement at this stage within three (3) working days, excluding Saturdays, Sundays and holidays, then Step 3 may be invoked.

Step 3 The Grievance Committee shall take the matter up with the Administrator or designate. Failing settlement at this stage within fifteen (15) working days, exclusive of Saturdays, Sundays and holidays, the Committee may, but only within a period of fifteen (15) working days from the date of receipt of the reply of the Administrator or designate, invoke the arbitration provisions of this Agreement.

9.02 The Home agrees that the Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees in all steps of the grievance procedure, and any other matter pertaining to this Agreement.

9.03 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

9.04 a) General Grievance

Any difference arising between the Union and the Home from interpretation, application, administration or the alleged violation of the provisions of this Agreement, instead of following the procedure hereinbefore set out may be submitted in writing by either party to the other at Step 3 of the grievance procedure, provided that no more than sixty (60) calendar days have elapsed since the occurrence of the alleged general grievance.

b) Group Grievance

Where two or more employees have identical grievances, and each employee would be entitled to grieve separately, they may present a group grievance, in writing, identifying and signed by each employee who is grieving to the Human Resources Co-ordinator within ten (10) working days, exclusive of Saturdays, Sundays and holidays, after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step 2, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.05 The time limits referred to in this Article may be extended in writing by mutual agreement of both parties.

9.06 A claim by an employee that he has been unjustly disciplined, suspended, or discharged shall be treated as a grievance and shall be heard at Step 2 of the grievance procedure.

9.07 Any letter of reprimand or other disciplinary sanction issued by the Home will be removed from the record of an employee eighteen (18) months following receipt of such documentation provided the employee's record has been discipline-free for eighteen (18) months.

9.08 Access to Personnel File

Upon giving two (2) working days' notice, an employee shall have the opportunity to review the contents of his/her personnel file at a mutually agreeable time in the presence of an Employer representative. The employee will be allowed to make copies of any documents contained at their expense (10 cents a copy). The employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

9.09 Management Grievances

It is understood that the Home may bring forward at any meeting with the Grievance Committee any complaints or grievances, and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in this Agreement. The grievance shall be submitted at Step 3 of the grievance procedure provided that no more than sixty (60) calendar days have elapsed since the occurrence of the alleged grievance.

9.10 Mediation

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

ARTICLE 10 - ARBITRATION

10.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration as defined in Section 48, subsection 2 of the Labour Relations Act.

10.02 Prior to referral to arbitration, either or both of the parties may suggest and possibly agree to a dispute resolution mechanism, which may include a single arbitrator.

10.03 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all the parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement, which in its opinion deems just and equitable.

10.04 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third

party and any cost of the place of hearing of such arbitration, if any, when the necessity arises.

- 10.05** Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

ARTICLE 11 – SENIORITY

- 11.01** a) Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, lay-offs, and recalls subject to the senior employee having the required qualification for the job. Seniority accumulation may be interrupted during certain periods of absence as provided in this Agreement. Seniority shall apply on a bargaining unit wide basis.

b) Full-time employees will accumulate seniority on the basis of their service in the bargaining unit from their date of hire.

c) Part-time employees shall accumulate seniority on the basis of their date of hire. In cases where seniority is a factor and more than one employee has the same date of hire, the successful candidate shall be determined by accumulated paid hours at the time the relevant decision is made.

Part-time employees will accumulate service for long service pay and vacation entitlement and any other item that may be service driven on the basis of hours paid. Service is applied on the basis that 1840 hours paid equals one (1) year of service.

Transfer of Seniority and Services

i) An employee whose status is changed from full-time to part-time shall receive credit for service on the basis of 2080 hours for each year of full-time service;

ii) An employee whose status is changed from part-time to full-time shall receive credit for his service on the basis of one (1) year for each eighteen hundred and forty (1840) hours paid.

11.02 Seniority List

A seniority list of all employees covered by this Agreement shall be posted in January and June each year. This list will show names, positions, and dates of last entry into the service in positions covered by this Agreement. Copies of the seniority list will be posted on all bulletin boards and one copy will be supplied to the Union. All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

Protests in regard to seniority standing must be submitted in writing to the Administrator or designate within thirty (30) days from the date the seniority list

is posted. When proof of error is presented by the employee or his representative, such error will be corrected and when so corrected, the agreed upon seniority date shall be final. No change in the seniority status of an employee shall be made unless concurred to by the Union.

ARTICLE 12 – EFFECT OF ABSENCE

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

- a) Resigns;
- b) Is discharged and not reinstated through the grievance/arbitration procedure;
- c) Is retired;
- d) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing to the Home a satisfactory reason;
- e) Has been laid off twenty-four (24) months;
- f) If the employee has been laid off and fails to signify his/her intention to return to work within seven (7) calendar days after that employee has been notified by the Home through registered mail addressed to the last address on the records of the Home, or fails to report to work within fourteen (14) calendar days after notification;
- g) Is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced. This provision shall be administered in conformity with the *Ontario Human Rights Code*.

ARTICLE 13 – LAY-OFF

13.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

13.02 a) Should circumstances require a reduction of employees, probationary employees shall be laid off first and then starting with those with the least seniority.

b) When an employee is laid off under this section and jobs have reopened, the employees shall be called back on a seniority basis.

c) When employees are to be recalled by the Home, they shall be notified by registered mail to their last place of residence known to the Home. If they fail to report within seven (7) days after the mailing of such notice, the Home shall be under no obligation to re-employ them.

13.03 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify all employees who are to be laid off, fifteen (15) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work

the days as provided in this Article, he shall be paid for the days for which work was not made available.

ARTICLE 14 – PROBATIONARY EMPLOYEES

14.01 Newly hired full-time employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. Newly hired part-time employees shall be considered on a probationary basis for a period of seventy (70) shifts worked from the date of hiring. During this probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

If an employee is terminated and rehired within twelve months, the initial period of employment shall count as probationary service upon rehire.

14.02 With the written consent of the Home, the probationary employee and the Local Union President or designate, such probationary period may be extended. Any extensions agreed to will be in writing, will specify the length of the extension which, in any event will not exceed fifty (50) shifts worked.

ARTICLE 15 – JOB POSTING

15.01 a) When a vacancy is confirmed, or a new position is created in the bargaining unit by the Home, it shall be posted within forty-eight (48) hours thereafter on all bulletin boards for a minimum of one week in order that all members will know about the position and be able to make written application therefore. Confirmed vacancies, which arise due to retirement will normally be posted two (2) months prior to the anticipated date of any vacancy, provided the Home is in receipt of sufficient written notice of retirement from the retiree. Where insufficient notice is received from the retiree or in cases where the Home deems it necessary to confirm that a vacancy exists, a confirmed vacancy will be posted within forty-eight (48) hours of receipt of notice from the retiree or confirmation of the vacancy, whichever is later.

b) When an employee is absent on vacation, and/or a leave of absence, the employee may advise the Human Resources Department, in writing, and no more than seven (7) days prior to beginning the vacation, that he or she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery as required above.

c) **Temporary Vacancies**

Temporary vacancies anticipated to be four (4) weeks duration or less shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

d) **Temporary Job Postings**

A vacancy which occurs for more than four (4) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months unless the vacancy is created by a pregnancy or a parental leave in which case the limited job shall be the duration of the expected vacancy. Only part-time employees may apply for a temporary vacancy. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification in which he/she last worked. Such employee shall retain his/her part-time status during the assignment regardless of whether the job is full or part-time. An employee filling a temporary vacancy of four (4) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

15.02 Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work for Full-time positions and a description of the hours which are generally assigned for Part-time positions, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner.

15.03 In filling any vacancies or new jobs, part-time employees shall be given first opportunity before non-employees are considered.

15.04 No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

15.05 Both parties recognize:

(1) The principle of promotions within the service of the Home.

(2) That job opportunity should increase in proportion to length of service.

15.06 Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. The Home shall normally notify the successful candidate within five (5) working days following the end of the posting or following the conclusion of any necessary interviews.

15.07 The successful applicant shall be placed on trial for a period of one (1) month. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred

because of the rearrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.

If an employee returns to his or her former position during the trial period, there shall be no obligation to re-post the original vacancy if it can be filled by any of the remaining original applicants, according to the provisions of this Article.

15.08 In cases of promotion requiring higher qualification or certification, the Home shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualification prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

15.09 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 16 – HOURS OF WORK

16.01 a) The regular workweek shall be forty (40) hours per week. Employees shall be granted two (2) consecutive days off each week. The normal daily hours of work, inclusive of a 30-minute lunch period shall be eight (8) hours per

day. Full-time employees in the Nursing Department are not required to work more than two (2) rotations.

b) All shifts shall be worked in a period not to exceed eight (8) consecutive hours.

c) It is understood and agreed that the Home is a 24-hour-per-day, seven (7) days a week continuous operation and services must be maintained on a rotation basis.

d) Employees will not be required to work more than seven (7) consecutive days before receiving days off. Full-time employees will be given two (2) weekends off in four (4). Part-time employees will be given one (1) weekend off in three (3). Part-time employee will have the option of working their scheduled weekend off at straight time pay and in order of seniority.

e) The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee. An employee shall be advised of a change of scheduled shift at least 24 hours in advance of the change. Copies of all shift schedules shall be given to the Union at the beginning and at the end of the schedule. In the event that twenty-four hours' (24) notice cannot be given, the employee shall be entitled to report for duty as scheduled or, if desired, may forfeit the shift without pay

f) It is understood that a weekend consists of at least fifty-six hours (56) off work beginning with the end of the department's last shift on Friday and the start of the department's first shift on Monday, unless otherwise mutually agreed.

g) Failure to call in an employee in order of seniority for an available shift will result in the employee being offered an additional shift within the same pay period or immediately subsequent pay period.

h) During July and August, and between December 15 and January 15, the Home may schedule part-time employees up to eighty hours (80) on a bi-weekly basis when such hours are available.

16.02 Rest Breaks

Employees shall be entitled to two (2) fifteen-minute (15) rest breaks, one in the first half and one in the second half of a shift.

16.03 All part-time employees are to have rest days after forty (40) hours of work.

16.04 Employees shall be allowed the trading of days off or of a shift with another employee of their own classification, subject to the approval of the immediate Supervisor. Such mutual exchange shall be given in writing and shall not require the Home to pay overtime rates of pay.

16.05 a) A part-time employee is a person who is employed by the Home on a regular basis for not more than 32 hours per week. Part-time employees may work more than 32 hours per week on a temporary basis to cover absences due to illness, vacation, and leaves of absence and still retain part-time status. Assignments relating to this type of absence shall be for periods not exceeding six (6) months. Where it is known that such assignments will exceed a continuous period of four (4) weeks or more, the posting provisions will apply; however, only part-time employees may be considered under the job posting provisions as they apply to this Article.

b) It is agreed that the scheduled hours of work and shifts for part-time employees will be distributed on an equitable basis among those employees normally performing the work. Where additional shifts or additional hours become available beyond those referred to above, they shall be distributed on a rotation basis, in order of seniority amongst those part-time employees normally performing the work. With respect to additional shifts or additional hours, the following procedures shall be applied to the administration of this clause:

- i The most senior employee normally performing the work will be given first opportunity to accept the work. If he/she declines, or is not available, the employee shall be considered as having worked for purposes of distribution of additional shifts hours.
- ii The available shifts/hours will then be offered to the next most senior employee normally performing the work. This process will continue with the available work being offered to employees in order of seniority until the shift/hours are filled.
- iii Subsequent shift/hours that become available will be offered to the employee next lower in seniority to the individual filling the additional shift/hours immediately preceding the current opportunity. It is agreed and understood that the equitable distribution of additional shifts shall be based on an equitable distribution of opportunities amongst those employees normally performing the work and not hours worked.

c) It is the responsibility of each part-time employee to be available on a regular basis satisfactory to the Home to meet its scheduling and call-in requirements during each scheduling period. Where an employee is regularly unavailable to work as scheduled or as otherwise required and/or fails to respond to staffing calls from the Home, such employee shall be deemed to have failed to meet his or her aforementioned responsibility and the Home, in its discretion, may deem the employee terminated.

d) Part time employees working less than eight (8) hours per day, and who are required to work longer than the regular working days shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day and for all work performed on holidays and regular days off. Part-time employees shall receive the wage rates, conditions of employment,

and prerequisites specified in this Agreement on a pro-rata basis according to the hours of work.

- 16.06** After the completion of thirty years (30) years of full-time service with the Home, an employee will be entitled to request that he/she be scheduled on a Monday to Friday basis. The Home shall, subject to operational requirements, endeavour to accommodate such request.
- 16.07** R.P.N.'s working as H.C.A.'s on permanent full-time postings will have the opportunity of being scheduled for R.P.N. shifts that become available on weekends when they are assigned to work on weekdays, these employees will be called after the part-time R.P.N. employee pool has been exhausted, it being understood that they will remain on the H.C.A. holiday schedules on a seniority basis.
- 16.08** The parties agree that resident care is enhanced if concern relating to workloads and staffing are resolved in a timely and effective manner. In the event that an employee or group of employees are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee(s) shall complete a Workload Review Form which shall be provided to the supervisor and the Union. The workload Review Form will be attached as Appendix "A" to the Collective Agreement.

ARTICLE 17 – PREMIUM PAYMENT

17.01 Call Back Pay Guarantee

An employee who is called back to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

17.02 Standby

An employee who is required to remain available for duty on standby outside his regularly scheduled working hours shall receive standby pay in the amount of \$2.40 per hour for the period of standby scheduled by the Home. Standby pay shall however cease where the employee is called in to work under normal circumstances.

17.03 Shift Premium

A shift premium of one dollar (\$1.00) per hour shall apply to all shifts in which the majority of hours are worked between 1600 and 0800 hours. Employees who work day shift on Saturdays and Sundays will be given a one dollar (\$1.00) per hour weekend premium.

17.04 Relieving in Other Grades

a) When an employee relieves in a position of higher rating, except as Department Head, he shall receive the rate for the position he is relieving for the full period he is so employed. When an employee is designated by the Administrator to relieve in a position of higher rating as Department Head for a period of one (1) full shift or more, such employee shall be entitled to an additional fifteen (15%) percent over and above his regular rate of pay for the full period so employed. When an employee relieves a Department Head for

sixty (60) continuous working days, such employee shall be entitled to receive the full salary of the Department Head he is relieving.

b) When an employee is detailed to relieve in a position of lower rating, he shall maintain his regular rate of pay while so assigned.

17.05 Long Service Pay

In recognition of the principle that the long service employee is of increased value to the Employer through his acquired knowledge and experience, the Employer agrees to long service pay in accordance with the following table:

5 th anniversary up to and including 9 th anniversary	\$80.00
10 th anniversary up to and including 14 th anniversary	\$150.00
15 th anniversary up to and including 19 th anniversary	\$220.00
20 th anniversary up to and including 24 th anniversary	\$290.00
25 th anniversary up to and including the 29 th anniversary	\$360.00
30 th anniversary and beyond	\$430.00

This long service pay shall be due on November 30 of each year. On severance or retirement, an employee shall be entitled to long service pay calculated on a pro-rata basis from December 31 to the date of departure. In case of death, long service pay shall be paid to the employee's beneficiary.

17.06 The Home agrees to pay three dollars (\$3.00) to each full-time employee every two weeks who may be required to wear a uniform. Effective the first pay period after ratification, the Home agrees to pay three dollars and 30 cents (\$3.30) to each full-time employee every two weeks who may be required to wear a uniform.

For part time employees who may be required to wear a uniform, the rate will be \$1.50 payable for every two-week period in which they receive a paycheck. Effective the first pay period after ratification, for part time employees who may be required to wear a uniform, the rate will be \$1.75 payable for every two-week period in which they receive a paycheck.

17.07 The Home shall reimburse employees who use their own vehicles to travel on the job at the rate of forty-five cents (45¢) per kilometre. This allowance shall not apply for the travel from the employee's home to the first call each day. The Home shall reimburse such employees for the difference in cost paid by the employee between auto insurance for commercial use and regular use. Employees shall provide the appropriate documentation to the Home prior to being reimbursed.

17.08 Part-time Employees

In lieu of employee benefit referred to as sick leave, statutory holidays, group insurance, medical and hospital insurance including drug plan coverage, the employees referred to above shall be paid bi-weekly the amount represented by fourteen percent (14%) of their gross bi-weekly pay.

ARTICLE 18 – OVERTIME

- 18.01 (a) All hours worked in excess of eight (8) hours per day shall be paid for at the rate of one and one-half (1½) times the employee's hourly rate.

- b) All hours worked on a paid holiday or on a Sunday for those employees who work from Monday to Friday day shifts shall be paid for at the rate of one and one-half (1½) times the employee's hourly rate, plus a normal day's pay.

- c) When an employee is designated to work on his regular scheduled day off, all hours worked shall be paid for at the rate of one and one half (1½) times the employee's hourly rate.

- d) The Home agrees to distribute available overtime hours to senior qualified part-time employees in order to make up their forty (40) hours of work per week. Thereafter, overtime shall be distributed on a seniority basis among employees who normally perform such work.

- e) Overtime premiums shall not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek, and also as hours for which the overtime premium is paid.

- f) Where an employee is required to stay on duty beyond the normal end of her shift, the Home will attempt to keep the period of overtime to the shortest time possible and will provide the employee with any support that may be available.

ARTICLE 19 – ANNUAL VACATIONS, STATUTORY HOLIDAYS AND APPROVED LEAVE OF ABSENCE DURING VACATION

19.01 All employees covered by this Agreement shall be entitled to the following annual vacations with pay:

After 1 year of service.....	two (2) weeks (4%)
After 3 years of service.....	three (3) weeks (6%)
After 7 years of service.....	four (4) weeks (8%)
After 12 years of service.....	five (5) weeks (10%)
After 20 years of service.....	six (6) weeks (12%)
After 28 years of service.....	seven (7) weeks (14%)

Should a paid holiday fall during an employee's vacation period, then said employee shall be entitled to an extra day's vacation.

During an unpaid absence exceeding thirty (30) continuous calendar days, vacation pay shall be calculated on a pro-rata basis for those employees on a leave without pay that is longer than thirty (30) continuous calendar days.

19.02 Time of Vacation.

It is understood and agreed that the Home will give preference of time at which employees wish to take their vacation every consideration, but of necessity, the Home must reserve the final decision as to the scheduling of vacations. The Home shall not unreasonably refuse an employee's request for preferred scheduling of vacation time. Vacations shall be taken from January 1 to December 31 and that more than one employee will be allowed to take vacations at a time. For the purpose of scheduling vacation, requests shall be granted on the basis of seniority within each job class. Employees will be required to enter their choice of vacations by April 1st for the summer vacations and by September 1st for the Christmas Holiday. It is understood that the Employer will submit a copy of the approved/refused vacation requests to employees by May 15th for summer vacations and by October 1st for the Christmas Holidays and this is for all departments.

19.03 All employees shall be allowed to take their total vacation at one time or on an intermittent basis. An employee with less than twelve (12) months of service who leaves the employ of the Home shall be paid four (4%) percent of his earnings.

19.04 Part-time employees shall be paid their vacation pay twice during the calendar year in between pay 26 and 1 and pay 13 and 14. Alternatively, such employees may request in writing, a payment of a stipulated amount from the bank to be paid on the pay day which follows a request for payment, provided it is made no later than the Friday before the pay day.

Any monies left in the vacation bank shall be paid out between pay 26 and 1.

19.05 When an employee books one or more weeks of vacation, the employee shall be scheduled off either the weekend immediately prior or the weekend immediately after the vacation period.

19.06 An employee's vacation entitlement shall be identified on every pay stub.

ARTICLE 20 – STATUTORY HOLIDAYS

20.01 The following paid holidays shall be observed during the life of this Agreement for all employees covered by this Agreement:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Sunday | Remembrance Day |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day |
| Victoria Day | |

To qualify for statutory holiday benefits, employees must work their regularly scheduled shift preceding and immediately following the statutory holiday unless an excuse satisfactory to the Employer is given for his absence.

Applicable to full-time employees. Full-time employees shall receive a normal day's pay for not working on the above-named holidays; however, if worked, employees shall be compensated for such work in a manner set forth in this Agreement.

Applicable to all employees. A full-time employee who is scheduled or required to work on a paid holiday shall be paid the rate of time and one-half plus another day off with pay, in lieu of the holiday pay, at a time designated by the employee, within a period of 180 calendar days from the date of the holiday or pay at the rate of time and one-half, plus holiday pay equal to one day's pay, at the employee's option. Full-time employees in each department, or unit, on the basis of seniority shall have the option of taking a holiday at either the Christmas or New Year's period; it being understood that such time off may be subject to the Home's operational requirements.

If a part-time employee is scheduled or is required to work on any of the paid holidays, such employee shall be paid at the rate of time and one-half (1½) his regular straight time hourly rate for all hours worked on such holiday.

Applicable to all employees. Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive pay at the rate of two (2) times his regular straight time hourly rate for each hour of such authorized overtime.

ARTICLE 21- LEAVE OF ABSENCE

21.01 Pregnancy & Parental Leave

a) Pregnancy and Parental leave will be granted in accordance with the provisions of the Employment Standards Act. The service requirement for eligibility for pregnancy and parental leave shall be thirteen weeks of continuous service. A certificate from a legally qualified medical practitioner stating the expected birth date may be required. The costs of the medical certificate will be reimbursed by the Home.

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

c) Upon at least two (2) weeks' notice, pregnancy and parental leaves of absence shall be granted. These leaves shall be without pay; however, the employee shall continue to accumulate seniority.

d) An employee shall provide no less than four (4) weeks' notice of the day the pregnancy or parental leave ends. Upon return from pregnancy or parental leave, the employee shall be reinstated to the position most recently held with the Employer, if it still exists. If the former position no longer exists, the employee shall be placed in a position of equal rank at the same rate of pay.

e) During the employee's pregnancy leave or parental leave, the Board shall continue to make the Employer's contributions to all plans outlined in *Article 22 - Hospitalization and Medical Benefits*, unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.

f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

g) An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance system, shall be paid a supplemental employment 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 rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the 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 pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

h) Upon expiry of seventeen (17) weeks' pregnancy leave, an employee may immediately commence parental leave as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

i) An employee who is on parental leave as provided under this Agreement and has applied for and is receipt of Employment Insurance parental Leave benefits pursuant to the Employment Insurance system, shall be paid a supplemental employment benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of his/her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the pregnancy or parental leave times her normal weekly hours.

The calculation of the supplemental benefit herein is based on the payment of EI benefits at the rate of 55% of regular weekly earnings for standard parental

benefits. If the employee elects to receive EI benefits for an extended parental leave, thereby reducing the rate paid by EI in each week to 33% of regular weekly earnings, the supplemental benefit per week would be reduced from a top up to seventy-five (75) % to a top up of fifty-three (53%). In the result, the total amount payable by the Employer under this provision would not change, regardless of the length of the parental leave and this principle shall govern should further changes in the duration of parental leave EI benefits occur.

21.02 Bereavement Leave

An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary or wages in conjunction with the death of a current spouse (including same sex partner, common law spouse or fiancé) or child (including step child). Effective the date of ratification, an employee shall be granted five (5) regularly scheduled consecutive workdays without loss of salary or wages in conjunction with the death of a parent.

An employee shall be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in conjunction with the death of a parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchildren, stepmother, stepfather or any second degree relative who has been residing in the same household (effective the date of ratification, the level of benefit for the loss of parent shall be 5 regularly scheduled consecutive work days). Spouse, for the purposes of bereavement leave shall mean an employee's existing spouse at the time of death and will include a partner of the same sex. "In-law", where referred to above shall mean any of the applicable designations arising only from the employee's existing spousal relationship at the time of death.

An employee shall be granted one (1) regularly scheduled day off without loss of salary or wages in conjunction with the death of an aunt or uncle.

Employees may request to take one (1) day out of the allocated days to attend a celebration of life service, memorial service, burial or interment that is delayed or postponed to a later date. Such request must be made during the bereavement leave and confirmed in writing no later than one (1) week after the return from bereavement leave.

21.03 Jury Duty

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

21.04 Education Leave

An employee shall be entitled to leave of absence without loss of earnings from regularly scheduled working hours for the purpose of writing any examinations in which employees are enrolled to upgrade their qualifications if

required by the Home. When an employee is required by the Home to attend courses (other than those offered by the Home) the Home shall pay the full pre-approved cost of the course.

21.05 Union Leave

When a leave of absence is requested in order for the employee to work on union affairs, he shall not lose his seniority or occupational classification as at the date of commencement of such leave of absence.

21.06 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave due to serious illness that requires medical care, or any other approved leave under the Collective Agreement during his vacation, there shall be no deduction from vacation credits for such period of leave. The period of vacation so displaced shall be either added to the vacation or reinstated for use at a later date at the option of the employee.

21.07 In all other cases, the employee granted such leave shall not lose his seniority or occupational classification on condition that such leave is granted by written permission from the Home that is for a limited and specified time.

21.08 Sick Leave (Full-time Employees)

a) All employees shall be credited with one and one-half (1½) days' sick leave for each full month of service. Said credits to be on a cumulative basis and may be drawn on by the employee only in the event of illness or upon leaving the employment of the Home after five (5) years' service.

b) Regular vacations and statutory holidays shall be classed as worked for this purpose.

c) A certificate from a medical practitioner shall be submitted for all claims in excess of two (2) days. The Home reserves the right to require such certificate for absence of shorter periods if deemed necessary. The Employer shall assume all costs, if any, of such certificate.

d) Credits shall be accumulated at the attained rate at the time credits are taken to a maximum of two hundred and fifty (250) days.

e) Upon leaving the employ of the Home after five years' service, 50% of unused credits will be paid in cash up to a maximum of six (6) months' salary.

f) In the event of discharge for good cause, accumulated credits shall be forfeited, but every employee shall have the right of appeal to the Home and may be reinstated or given the opportunity to resign at the Home's discretion.

g) The primary purpose of sick leave credits is to provide a measure of financial assistance in the event of real illness while in the employ of the Board. The terms upon which they are given are so designated as to encourage employees to build up substantial credits so that they will be available in time of need.

h) An employee's accumulated sick leave credits shall be made available on a monthly basis, upon request.

i) If the sick leave provisions of this Agreement qualify for an Employment Insurance premium reduction, the employee's share of the premium reduction will be remitted to each employee, and the Employer shall be entitled to retain the Employer portion.

j) Employees sent home sick by the Employer will be paid for their entire shift.

21.09 Part-Time Sick Leave Accumulation

Part-time employees with an accumulated sick leave bank may use this bank until it is depleted.

ARTICLE 22 – HEALTH & WELFARE

22.01 a) The Employer will pay 100% of the total employee costs for Ontario Hospital Insurance Commission. The Employer will pay 100% of the premium cost of group life insurance to a maximum of \$25,000 for each employee. The Employer agrees to contribute 100% of the total employee costs for:

b) Maximum Health Dental Care Plan 7 plus Rider 1 and 2 – current Ontario Dental Association Schedule of Fees. Routine recalls for persons over twelve (12) years of age are limited to one (1) per year.

c) Maximum Health Extended Health Care coverage with 35¢ deductible drug plan.

d) Drug Formulary #3 covering only those drugs which legally require a prescription plus life sustaining over the counter drugs. Generic substitution of drugs shall apply unless otherwise prescribed by the attending physician/health care professional.

e) Vision Care Plan shall provide \$285/24 months to each employee and their dependants. Effective the month after the month of ratification, the Vision Care Plan shall provide \$350/24 months to each employee and their dependants. The Employer will reimburse the costs of an eye examination for each employee and their dependants every two (2) years.

f) Hearing – Maximum \$500 lifetime.

The Employer's contribution to the above plans shall cease when employees are:

1) On lay-off of greater than one (1) month;

2) On granted personal leave of absence in excess of thirty (30) days; on maternity leave and parental leave in excess of government legislation.

- 3) Absent in excess of one (1) year for illness or disability;
- 4) Absent in excess of two (2) years for work related injury. Thereafter, the employee may pay the full premiums through the Employer

22.02 Change of Carrier

It is understood that the parties may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits are not in total decreased. The plans outlined in Article 22 shall not be changed without the agreement of the Union. The plans as outlined in Article 22 shall form part of the Agreement.

The Employer will provide a minimum of thirty (30) days' notice to the Union prior to substituting carriers. Upon request by the Union, the Employer will provide a copy of the benefits booklet from the substitute carrier.

22.03 Pension Plans

Effective September 1, 1984, in addition to the Canada Pension Plan, all full-time and part-time employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The employees and the Employer shall make contributions as required by O.M.E.R.S.

22.04 Where a full-time employee has at least thirty (30) years of continuous service with the Home and has not reached age 65 but is in receipt of retirement pension plan benefits through OMERS, the Home will provide equivalent coverage on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The retired employee will be responsible for the full cost of the billed premiums of these benefit plans and shall submit payment in a manner acceptable to the Home.

22.05 Part-time Employees

The part-time employees will have the option of purchasing equivalent coverage on the same basis as is provided to full-time employees for O.H.I.P. semi-private, extended health care, life and dental benefits. The part-time employees will be responsible for the full costs of the billed premium of these benefit plans and shall submit payment in a manner acceptable to the Home.

22.06 Health and Welfare Benefits for Reduced Work Hours

Effective December 10th, 2014 the home will consider requests from full-time employees working eighty (80) hours per pay period to have their hours of work reduced while maintaining full time employee status. The only other full-time status for employees working reduced hours will be either at seventy-two (72) or sixty-four (64) per pay period. Full time employees approved to work reduced full-time hours of work will have all benefits reduced accordingly. As such, employees working seventy-two (72) hours per pay period will have their benefits paid by the home at 90%. Employees working sixty-four (64) hours per pay period will have their benefits paid by the home at 80%. This reduction will affect all benefits offered by the home. Affected benefits will include but are not limited to:

Extended Health
Dental
Life Insurance
Statutory Holidays
Vacation
Sick Leave
OMERS

The pro-rata of benefits for full-time employees will be only applicable to employees who have requested fewer hours after December 10th, 2014. The Employees who had full benefits prior to December 10th, 2014 and that were working less than full-time hours are grandfathered.

ARTICLE 23 – MISCELLANEOUS

23.01 Bulletin Board

The Home shall provide space on designated bulletin boards upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to the employees, provided such notices deal with union affairs and have the approval of the Administrator or his designate before posting.

23.02 Accumulated Credits

Information relating to an employee's vacation, holidays and sick credits will be provided on a quarterly basis.

23.03 Pay Days

It is agreed and understood by the parties hereto that paydays for the duration of this Agreement shall be every second Friday. The Employer will start depositing the employee's pay in his or her bank account.

23.04 Tools & Equipment

The Employer shall supply the maintenance employees with tools and equipment it deems necessary to the employees to perform their work. Replacement of tools worn, broken or lost will be at the discretion of the Home.

ARTICLE 24 – SAFETY PROVISIONS

24.01 It is mutually agreed that both parties will cooperate to the fullest extent in the prevention of accidents and in the promotion of safety and health. The Home will make all reasonable provisions for the safety and protection of the health of the employees.

24.02 The Home and the Union agree; the Home may implement modified/rehabilitating work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the Collective Agreement may, where agreed be varied. The specific terms of the program will be signed by the Home and the Union.

Where the Employer intends to meet with an employee related to an accommodation or a return to work, the employee shall be notified in advance and also advised of her right to have a steward, or other union officer if no steward is available, present at the meeting.

ARTICLE 25 – TERMINATION CLAUSE

- 25.01** This Agreement shall be in effect from the 1st day of January 2021 and shall remain in effect until the 31st day of December 2023, unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for further year without change and so on from year to year thereafter.
- 25.02** Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.
- 25.03** If notice of amendments or terminations is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days of the giving of such notice, if requested to do so.

SCHEDULE "A"
TO
COLLECTIVE AGREEMENT

The Board of Management of the
West Nipissing Home for the Aged
and
Canadian Union of Public Employees
and its Local 896, C.L.C.

CLASSIFICATIONS AND WAGES RATES

	2021	2022	2023
	1.50%	1.50%	1.75%
Activity Worker	23.58	23.93	24.35
Activity Worker Certificate	23.88	24.24	24.66
Bus Driver	22.03	22.36	22.75
Bus Driver Certificate	22.33	22.66	23.06
Cook	26.42	26.82	27.29
Cook 2 & 3	22.49	22.83	23.23
Housekeeping Help	22.13	22.46	22.85
HCA Certificate	24.43	24.80	25.23
PSW	24.43	24.80	25.23
Kitchen Help	22.33	22.66	23.06
Laundry Help	22.13	22.46	22.85
Respite Care Worker	24.10	24.46	24.89
RPN	28.60	29.03	29.54
Semi Skilled	22.13	22.46	22.85
Skilled	28.24	28.66	29.16
Skin and Wound Care Program Coordinator	28.60	29.03	29.54
RAI/ Nursing Quality Assurance Coordinator	32.65	33.14	33.72

PSW COURSE: Any employee in the classification of Bus Driver who has documented proof of graduating from a recognized PSW course will receive 30¢ per hour in addition to the appropriate classification rate.

RETROACTIVE PAY:

The wage increases shall be fully retroactive for all employees and those former employees who have since left the employ of the Home. Former employees shall be notified of their entitlement by the Employer and shall then have thirty (30) days from the date of notification to claim such adjustment. Retroactive payments to employees presently employed shall be made no later than thirty (30) days from the execution of this Agreement. Failure to do so will result in the payment of interest from that date. Employees shall be paid by separate cheque.

SIGNED electronically this 19th day of May 2021.

THE BOARD OF MANAGEMENT
OF WEST NIPISSING HOME FOR THE AGED

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 896, C.L.C.


Daniel Roy (May 22, 2021 10:37 EDT)
May 22, 2021 12:34 EDT
betty St-Jean (May 23, 2021 11:38 EDT)
May 24, 2021 11:51 EDT
May 25, 2021 14:12 EDT
Robin Campagnaro (May 25, 2021 14:46 EDT)

LETTER OF UNDERSTANDING – REDUCED HOURS
TO
COLLECTIVE AGREEMENT

The Board of Management of the
West Nipissing Home for the Aged

and

Canadian Union of Public Employees
and its Local 896, C.L.C.

- 1) Management agrees to provide full-time employees working at reduced hours (56, 64 or 72 hours) the opportunity to make up available hours to bring them up to 80 hours, provided that there is no overtime cost to the Employer. Hours must be available within their department and will be made available to full-time employees before part-time.
- 2) Full-time employees who do not wish to restore hours but continue to work reduced hours must advise management in writing. If an employee opting for reduced hours is replaced through the posting procedure (either permanently or temporarily), the employee replacing will have the opportunity to topping up to 80 hours if he/she so desires.
- 3) If an employee on reduced hours is scheduled a four (4) hour shift and an eight (8) hour shift becomes available, the full-time will be given the eight (8) hour shift, and the four (4) hour shift will be assigned to a junior full-time or part-time, as provided in this settlement.
- 4) The Union is agreeable to the Employer giving out short change shifts, provided that there is no conflict with the Collective Agreement provisions.
- 5) Employees who do not choose to accept make-up shifts (see #1) will receive vacation pay based on normal bi-weekly earnings, i.e. work 64 hours bi-weekly, receive 2 weeks vacation 64 hours pay, 3 weeks – 96 hours, etc.
- 6) Prior to filing a grievance arising from these provisions, the parties will schedule a Union-Management meeting as soon as possible to attempt to address the issue.
- 7) Effective December 10, 2014, any new employees who request to work Reduced Hours under this Letter of Understanding shall have their benefits pro-rated based on the percentage of hours worked compared to a regular full-time employee.

SIGNED electronically this 19th day of May 2021.

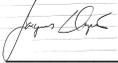
THE BOARD OF MANAGEMENT
OF WEST NIPISSING HOME FOR THE AGED

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 896, C.L.C.





Daniel Roy (May 22, 2021 10:37 EDT)





Daniel Roy (May 22, 2021 12:34 EDT)



betty St-Jean (May 23, 2021 11:38 EDT)



Gordon (May 24, 2021 11:51 EDT)



Vincent (May 25, 2021 14:12 EDT)



Robin Campagnaro (May 25, 2021 14:46 EDT)

LETTER OF UNDERSTANDING – BI-WEEKLY OVERTIME

Between

The Board of Management of West Nipissing Home for the Aged

And

Canadian Union of Public Employees and its Local 896 C.L.C.

Consistent with past practice, all hours paid in excess of eighty (80) hours bi-weekly shall be paid for at the rate of one and one-half (1 ½) times the employee's hourly rate.

Dated at electronically, this 19th day of May 2021.

THE BOARD OF MANAGEMENT
OF WEST NIPISSING HOME FOR THE AGED

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 896, C.L.C.




Daniel Roy (May 22, 2021 10:37 EDT)




Daniel Fardip (May 22, 2021 12:34 EDT)


Betty St-Jean (May 23, 2021 11:38 EDT)


Gordon (May 24, 2021 11:51 EDT)


Vivian (May 25, 2021 14:12 EDT)


Robin Campagnaro (May 25, 2021 14:46 EDT)

LETTER OF UNDERSTANDING – STAFFING COVERAGE

Between

The Board of Management of West Nipissing Home for the Aged

And

Canadian Union of Public Employees and its Local 896 C.L.C.

WHEREAS the parties wish to trial the use of a pool of casual employees;

AND WHEREAS the parties enter into this agreement voluntarily and without prejudice and precedent;

AND WHEREAS the parties recognize that this Letter of Understanding will help for vacation coverage and staffing;

THEREFORE, the parties agree as follows:

- a) A casual list will be created by the Home and this list will include any employee who does not have regularly scheduled shifts of work including retired employees wishing to take shifts at the home provided they are qualified.
- b) The seniority of these employees will be calculated on an hourly basis and will be used for call-in purposes.
- c) Casual employees will receive the payment in lieu of benefits and vacation pay according to the Collective Agreement.
- d) All articles of the Collective Agreement will apply to casuals unless specifically indicated in this Letter of Understanding or the Collective Agreement. For the purposes of entitlements that are service driven, the provisions of 11.01 c) shall apply.
- e) The following Articles of the Collective Agreement shall not apply to the individuals on the "casual list": 21, 22 and the Letter of Understanding for reduced hours.
- f) The call-in process as modified by this Agreement, shall follow a rotational procedure like that set out in 16.05 (b), but the order by which offers of work will be made shall be as follows:
 1. To full-time employees currently working less than 80 hours, by seniority, and where the shift will not be paid at the overtime rate;
 2. To part-time employees by seniority, who have not been scheduled or offered 64 hours bi-weekly, where the shift will not be paid at the overtime rate;
 3. To part-time employees, by seniority, where the shift will not be paid at the overtime rate;
 4. To casual employees, by seniority as defined in paragraph b), above;

5. To part-time employees who have not been scheduled or offered 64 hours bi-weekly, by seniority, and where the shift will be paid at the overtime rate;
 6. To permanent full-time employees by seniority where the shift will be paid at the overtime rate;
 7. To temporary full-time employees by seniority where the shift will be paid at the overtime rate;
 8. To part-time employees who have been scheduled or offered 64 hours bi-weekly, by seniority, where the shift will be paid at the overtime rate;
 9. To casual employees by seniority where the shift will be paid at the overtime rate;
 10. To outside agency staff, only after paragraphs 1 through 9 have been exhausted
- g) Part-time staff transferring to the casual list shall be deemed to have terminated his/her status as full time or part-time.
 - h) Should a casual worker subsequently become a part-time employee, the first date of work as part-time employee shall be deemed his/her date of hire for the purpose of seniority. This paragraph shall not affect such employees' service.
 - i) A casual employee will be removed from the casual list and his/her employment terminated if he/she fails to work at least twelve (12) shifts per calendar year. The Employer will consider how many shifts the casual employee was offered during the year when applying this provision.
 - j) This Letter of Understanding will be subject to review at the expiry of this Collective Agreement for continuation or cancelation, with or without modification.

Signed on this 19th day of May 2021.

THE BOARD OF MANAGEMENT
OF WEST NIPISSING HOME FOR THE AGED

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 896, C.L.C.

Daniel Roy (May 22, 2021 10:37 EDT)

Daniel Roy (May 22, 2021 12:34 EDT)

Betty St-Jean (May 23, 2021 11:38 EDT)

Gordon (May 24, 2021 11:51 EDT)

Vivian (May 25, 2021 14:12 EDT)

Robin Campagnaro (May 25, 2021 14:46 EDT)

LETTER OF UNDERSTANDING – CASUAL HELPING HANDS EMPLOYEES

Between

The Board of Management of West Nipissing Home for the Aged

And

Canadian Union of Public Employees and its Local 896 C.L.C.

WHEREAS the parties are desirous to trial the use of a pool of casual helping hands employees.

AND WHEREAS the parties enter into this agreement voluntarily and without prejudice and precedent.

AND WHEREAS the parties developed the attached job description for this group.

AND WHEREAS this Letter of Understanding will be subject to review on or about June 15th, 2019 for continuation, with or without modification.

AND WHEREAS, the parties recognize that this LOU will help for vacation coverage and staffing.

THEREFORE, the parties agree as follows,

1. A casual helping hand list will be created by the Home and this list will include any employee who does not have regularly scheduled shifts of work including retired employees wishing to take shifts at the home.
2. The seniority of these employees will be calculated on an hourly basis and will be used for call-in purposes.
3. A 14% in lieu of benefits and vacation pay according to the collective agreement shall be calculated and be payable to the casual help hands employee(s).
4. Union dues will be collected according to the collective agreement.
5. The wages will be the same as the Housekeeping rate according to the collective agreement.
6. The following Articles of the collective agreement shall not apply to the individuals on the "casual helping hands list": 21, 22 and the LOU for reduced hours.
7. Call-in process as modified by this Agreement,

- a) All shifts will be offered according to the collective agreement except as modified below.
- b) Part-time PSW staff not scheduled to work will be offered call-ins before casual PSW staff and the casual helping hands staff in the manner provided in Article 16.05 (b).
- c) Casual PSW staff will be called in the manner provided in Article 16.05 (b) if no part-time PSW staff accepts an offer of a call-in shift.
- d) Casual helping hands staff will be called in the manner provided in Article 16.05 (b) if no part-time PSW staff and Casual PSW staff accepts an offer of a call-in shift.
- e) Employees of an external agency, such as Plan A, will be called only when all employees on the full-time, part-time and casual lists have been called and non of them have taken up the offer of work and the Home wishes to cover the shift.

8. The Parties agree to meet every three months to review this agreement.

June 19, 2018.

Signed on this 19th day of May 2021.

THE BOARD OF MANAGEMENT
OF WEST NIPISSING HOME FOR THE AGED

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 896, C.L.C.

Daniel Roy (May 22, 2021 10:37 EDT)

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Robin Campagnaro (May 25, 2021 14:46 EDT)

POSITION TITLE: Casual Helping Hands

IMMEDIATE SUPERVISOR: Registered Nurse in charge.
Under the direct supervision of the team leader: Registered Practical Nurse

Present HOURS OF WORK: 07:00 hrs to 15:00 hrs
15:00 hrs to 23:00 hrs

SUMMARY OF RESPONSIBILITIES:

To provide compassionate personal, supportive assistance to residents with respect and dignity while maintaining confidentiality and professionalism.

To reflect exemplary behaviour with new hired, co-workers and students.

As a team member the Casual Helping Hands will show respect for all staff, team member's individuality, as demonstrated with words of encouragement, supportive teaching and positive reinforcement.

To work as a unified team in order to achieve the common goal of providing a quality life.

Promote a positive, safe working environment with respect to Home's Policies and procedures.

SUMMARY OF DUTIES: Co-operate and support the health care team members in the provision of assistance to the resident with non-personal hygiene related tasks.

As a member of the Health Care Team, will relate information that will help with the assessments, implementation and evaluation of the Care Plan Interventions.

JOB

DESCRIPTION : The Casual Helping Hands shall:
Be responsible for assisting and /or providing support to resident with tasks that are non-personal care:
Examples: for personal items storage, the daily Care and light cleaning of resident's personal belongings. Is responsible for daily care and sanitization Home's equipment between resident's uses as per Infection Control program policies and procedures. Assist the team with bed making, de-cluttering rooms for safe work, tub disinfections; snack distribution with PSW. Set up slings and assist PSW with mechanical transfer. Feed residents, assist with clearing of tables after meals and document intake.

Greets and care for admissions, transfers and discharges, as per Home's policy and procedures. Assist with admissions, discharges and transfers to pack and unpack resident's personal items.

Immediately reports to the Team leader any observations or complaints, that need the attention of a registered staff, without undue delay.

Report pertinent information, as requested by RPN/RN as part of shift report.

May be required to do 1:1 on occasion.

Participate and support the restorative rehabilitation programs which encourage maximum independence.

Observe assist and report with incidents concerning resident as assigned by Registered staff.

Respects, supports and enforces safe operating procedures and the use of Protective equipment as requested by the Home's policies and procedures.

Deal tactfully, courteously and with respectfulness with residents family members, visitors and all staff.

Establish and maintain good working relationships with co-workers.

Perform or assist in all related duties as required and determined by the registered staff.

QUALIFICATIONS: Grade 12 Diploma

Patience, compassion, tact, understanding of the special needs of the elderly and a willingness to perform a variety of simple but essential repetitive tasks.

Must be prepared to participate in Home In-Service education.

Ability to communicate effectively with residents, their families and fellow staff members is essential.

Must be bilingual, French and English.

Must be in good health.

READ AND UNDERSTOOD:

signature: _____ Date: _____

Created: March 2018

APPENDIX "A" – WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence:

Date Form Submitted to Employer:

Site/Location :

Department/Unit:

Type of Work Being Performed:

Number of Staff on Duty:

Usual Number of Staff on Duty:

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

To correct this problem I/we recommended:

Name/Title of Immediate Supervisor Notified:

Date/Time of Notification:

Response:

Signature of Employee(s) and Printed Name(s) on Line Below:

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