

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COUNTRY VILLAGE HEALTH CARE CENTRE**

**AND**

**United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial And  
Service Workers International Union  
(UNITED STEELWORKERS)**

**REPRESENTING REGISTERED  
AND GRADUATE NURSES**



**JUNE 1, 2013 TO MAY 31, 2016**

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## **ARTICLE 1 - PURPOSE**

**1.01** The purpose of this Agreement is to develop and maintain an orderly relationship between the Employer and its employees as represented by the Union, and the Union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01** The Union acknowledges that, subject to the express provisions of this Agreement, it is the exclusive function of the Employer to operate and manage its business in all respects and, without limiting the generality of the foregoing:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home.
- (b) An employee who believes that she has been harassed, contrary to the Human Rights Code, shall follow the process set out in the Complaint, Grievance and Arbitration procedures in Article 7 of the Collective Agreement prior to filing a complaint with the Ontario Human Rights Tribunal.
- (c) To direct the working force, including the right to hire, rehire, transfer, promote, demote, classify, layoff, recall, suspend, schedule work, assign work, discipline, and discharge provided that an allegation by an Employee that she has been unjustly dealt with may be subject to the grievance and arbitration procedures as hereinafter provided.
- (d) To establish, alter and generally enforce rules and regulations to be observed by the employees provided that such rules and regulations are not inconsistent with this Collective Agreement, and.
- (e) To determine the kinds and locations of machines and equipment to be used and all other matters concerning the operations of the Employer not otherwise specifically dealt with elsewhere in this Agreement, provided that such determinations are not inconsistent with the Collective Agreement.

**2.02** Without restricting or limiting the generality of the foregoing, the Employer retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement.

**2.03** The Union and the Employer recognize that sexual and racial harassment are unlawful employment practices in violation of the Ontario Human Rights Code. The Code defines sexual harassment as follows: "a course of vexatious comment or conduct or a sexual advance or solicitation that is known or ought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the employer or a co-worker."

Complaints of alleged harassment involving a member of the bargaining unit will be handled with all possible confidentiality by the Unit President and the Administrator.

The Union and the Employer agree to abide by the provisions of the Ontario Human Rights Code.

## **ARTICLE 3 - RECOGNITION**

**3.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses, (employed as Registered or Graduate Nurses) of the Country Village

Health Care Centre In the County of Essex, save and except the Director of Resident Care, Assistant Director of Care, Program Co-ordinator and persons above the rank of Director of Resident Care.

- 3.02** The term 'employee(s)', as used in this Agreement, shall mean a person(s) for whom the Union is the sole and exclusive bargaining agent.
- 3.03** Whenever the singular or feminine is used throughout this Agreement, the same shall be construed as meaning the plural or masculine, where the context so requires.
- 3.04** The Employer will not enter into any other agreement or contract with the employees within the bargaining unit either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3.05** Work normally and customarily performed by members of the bargaining unit will not be performed by other individuals if the result would be the loss of employment, and/or a reduction in scheduled work hours, for any member or members of the bargaining unit.

#### **ARTICLE 4 - UNION SECURITY AND DUES CHECK-OFF**

- 4.01** The Employer shall deduct Union dues including where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 4.02** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario M5L 1K1 in such form as shall be directed by the Union to the Employer, along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to United Steelworkers, 119 Exeter Road, Unit "K", London, Ontario N6L 1A4.
- 4.03** The remittance and the R-115 form shall be accompanied by a statement containing the following information.
- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted.
  - (b) A list of the names of all employees from whom no deductions have been made and the reasons for not deducting dues.
  - (c) This information shall be sent to both Union addresses identified in Article 5.02 in such form as directed by the Union to the Employer.
- 4.04** The Union shall indemnify and save the Employer harmless all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this Article.
- 4.05** The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.
- 4.06** Lost time payments will be made to the Union members by management for employees on Union

Leave and the Local will be billed for this lost time on a monthly basis.

## **ARTICLE 5 - DEFINITIONS**

- 5.01** A “full-time employee” shall mean an employee who is regularly scheduled to work seventy-five (75) hours or more in a bi-weekly pay period.
- 5.02** A “permanent part-time employee” shall mean an employee who is regularly scheduled to work more than forty-five (45) hours, but less than seventy-five (75) hours in a bi-weekly pay period.
- 5.03** A “part-time employee” shall mean an employee who, subject to other provisions of this Agreement, may or may not be regularly scheduled, but if regularly scheduled, will not be regularly scheduled beyond forty-five (45) hours in a bi-weekly pay period.
- 5.04** A “probationary employee” shall mean an employee who has not completed the probationary period.
- 5.05** A “supervisor” unless otherwise indicated shall mean the employee’s immediate non-union supervisor.
- 5.06** A "Registered Nurse" is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Discipline Act.

A Registered Nurse is required to present to the Director of Care by the fifteenth of February each year her current Certificate of Competence, and with respect to a Registered Nurse who has less than one year registration, her original Certificate of Competence.

A "Graduate Nurse" is defined as a person who has successfully completed an appropriate course of study, and who has made application for registration, but who has yet to receive a Certificate of Competence.

## **ARTICLE 6 - UNION REPRESENTATIVE**

- 6.01** The term “steward” when used in this Agreement shall mean an employee who has been appointed, elected, or otherwise selected as a steward as provided in this Agreement.
- 6.02** The Employer acknowledges the right of the Union to appoint, elect or otherwise select up to three (3) Stewards. No employee will be appointed, elected or otherwise selected as a Steward unless they have first completed the probationary period.
- 6.03** The Union will advise the Employer in writing of the names of the stewards, and will advise the Employer in writing of any changes.

The Employer is not required to recognize and deal with any individual, as a Union officer until such written advice has been received.

The Employer shall notify the Local Union in writing of who the supervisors are and other management personnel the Union will be dealing with.

- 6.04** The Employer agrees that stewards have the right to have the assistance of a Union representative when dealing with the Employer.

- 6.05** It is acknowledged, understood and agreed that stewards have their regular duties to perform as employees of the Employer. Stewards shall not leave their regular duties without receiving permission from their immediate supervisor, and they will report to their immediate supervisor immediately upon their return.

The immediate supervisor shall not unreasonably refuse a steward permission to leave her regular duties for a reasonable length of time in order to perform any of the duties required to be performed by a steward under this Agreement. In accordance with this understanding, stewards shall not suffer loss of pay while performing any of the duties required to be performed by a Steward under this Agreement.

It is recognized that, by the nature of the work, the immediate supervisor may not be immediately available and therefore in the immediate supervisor's absence, stewards who leave their regular duties assume personal responsibility for their professional and employment obligations.

**6.06 Negotiating Committee**

The Employer will recognize a Negotiating Committee composed of up to two (2) representatives who shall be the Local President and the Unit President.

The purpose of the Negotiating Committee shall be to negotiate with the Employer for a renewal of the Collective Agreement as hereinafter provided, and the Employer will meet and negotiate with the Negotiating Committee and representatives of the Union for this purpose.

The Employer will pay the regular rate of pay for up to two representatives of the Negotiating Committee for regularly scheduled working hours lost due to attending negotiations, including conciliation.

**6.07 Labour/Management Committee**

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievances or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed.

It is understood that where RNs and Service agreements are separate, there shall be one (1) committee only.

- 6.08** A member of the Registered and Graduate Nurses bargaining unit may be a member of the facility Health and Safety Committee.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 (a) It is the mutual desire of the Employer and the Union that all grievances be adjusted as quickly as possible.
- (b) Employees shall process their grievances in the manner set out in this article.
- (c) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee, as represented by the Union, relating to the Interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (d) When, as hereinafter required, a grievance is to be submitted in writing, such grievance shall be in a form such that it may be recognized as a grievance, and such grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance.

The grievance should also contain a statement of the clause or clauses of this Agreement alleged to have been violated, but this statement is without prejudice to the right of the party submitting the grievance to expand upon this submission. Except where the time limits are identified as calendar days, the phrase 'days' refers to working days, and shall be calculated exclusive of Saturday, Sunday, and Holidays as listed in this Agreement.

Except as specifically noted, the time limits contained under this grievance procedure are directory, and non-compliance does not necessarily invalidate the proceedings, provided there are reasonable grounds for an extension, and that the opposite party will not be substantially prejudiced by the extension.

Notwithstanding that the time limits are directory, one party may process a grievance to the next step if there is an unreasonable delay on the part of the other party in responding.

### **7.02 Complaint Stage**

An employee with a grievance shall first discuss the matter with her supervisor, or the supervisor's designate. Such discussion should occur within fourteen (14) days of the employee becoming aware of the issue. The employee has the right to be accompanied by a steward. The supervisor will reply to the grievance in writing within five (5) days of receipt.

Failing satisfactory resolution, the matter shall progress as follows:

#### **Step 1**

The grievance shall be reduced to writing, and given to the employee's supervisor, or designate, within three (3) days after the reply. The supervisor shall reply to the grievance in writing within five (5) days of receipt.

#### **Step 2**

If the written decision does not resolve the grievance, the Union may submit the grievance to the administrator, or the administrator's designate, within five (5) days of receiving the decision of the supervisor.

The administrator shall arrange a meeting involving the employee, the steward and, where appropriate, other representatives of either the Union or the Employer. Such a meeting must be arranged within five (5) days of the administrator receiving the grievance. The grievance will be discussed at this meeting.

Within five (5) days following the meeting, the administrator or the administrator's designate shall deliver a written response to the Unit President.

### **Step 3**

If the response of the administrator does not resolve the grievance, the grievance may be returned to the administrator. The grievance should be returned within three (3) days of the response being delivered at Step 2.

Upon receiving the grievance at this step, the administrator shall, within three (3) days, either reply to the grievance confirming the decision at Step 2, or alternatively, arrange a meeting between a representative or representatives of the United Steelworkers and, as appropriate, a representative or representatives of the Employer.

A written response shall be provided within three (3) days of the meeting.

**7.03** By agreement of the parties, Steps 2 and 3 may be combined at either Step 2 or Step 3.

**7.04** If the response at Step 3 does not resolve the matter to the parties' satisfaction, then provided the grievance has been processed in the manner set out in this article, the grievance may be referred to Arbitration in accordance with this Agreement.

The matter must be referred to Arbitration within thirty (30) calendar days of the date of the meeting, and this time limit is mandatory, the Ontario Labour Relations Act, as amended does not apply, and if the grievance is not referred in a timely fashion, then the dispute shall be considered resolved.

### **7.05 Group or Policy Grievance**

The Union may institute a grievance consisting of an allegation of a general violation, or a violation affecting a group of employees. Such group or policy grievance shall be submitted at Step 2 of the grievance procedure.

Group or Policy grievances may not be used to institute a grievance directly affecting a single employee, which such employees could themselves initiate.

### **7.06 Employer Grievance**

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement) in writing, by forwarding a written grievance to the Unit President. The grievance shall be considered to be submitted at Step 2 of the grievance procedure and shall follow the grievance procedure thereafter. Any Union response to an Employer grievance must contain the Union Staff Representative's signature.



7.07 The Employer and the Union agree that, upon joint application of the parties, an independent third party may be called in to attempt to effect a settlement between the parties in respect to any unresolved grievance. The parties further agree that this process is not meant to delay the prompt processing of any grievance and that the expenses of the independent third party shall be shared 50/50 between the parties.

## **ARTICLE 8 - SUSPENSION AND/OR DISCHARGE CASES**

8.01 Where an employee is suspended or discharged, the Employer shall confirm such suspension or discharge, and the reasons thereof, in a letter. That letter shall be provided to the employee directly, or by certified delivery, with a copy to a Unit President.

A claim of wrongful suspension and/or discharge may be submitted as a grievance.

Such grievance must be submitted within twenty (20) days of the date the letter was delivered to the employee or the date it was certified for delivery.

Any such grievance must be submitted within twenty (20) calendar days, as set out in the previous paragraph, and this time limit is mandatory, the Ontario Labour Relations Act, as amended, does not apply, and if such grievance is not submitted within this time limit, the grievance is not arbitrable.

If the time limit has been met, and failing resolution, then the dispute may be referred to Arbitration.

8.02 When considering a grievance concerning suspension and/or discharge, such grievance may be settled in any manner deemed equitable by the appointed Arbitrator, or Arbitration Board as the case may be, with the understanding that the seniority of the employee cannot be reduced if employment continues.

### **8.03 Justice and Dignity**

Upon the mutual agreement of the parties, an employee whom the Employer suspends or discharges shall be retained at, or returned to, active work until any such grievance contesting such suspension or discharge is finally resolved through the grievance and arbitration procedure. The employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge if her alleged cause for suspension or discharge presents a danger to the safety of employees and/or residents due to fighting, theft, concerted refusal to perform assigned work, the violation of any Health and Safety or Human Rights related policy, procedure or legislation.

It is understood that the Employer shall have the right to impose further discipline to an employee who has misconducted herself while being retained at active work. Such further discipline may be properly considered by the arbitrator hearing the original matter.

Grievances involving employees who are retained at work under this provision will be handled pursuant to Article 9 – Arbitration as provided in this Collective Agreement. Furthermore, the parties will agree on an available arbitrator within twenty-one (21) days of the Employer's Step 3 answer and unless otherwise agreed between the parties, the hearing shall be conducted within thirty (30) days of the arbitrator's appointment. If the arbitrator upholds the suspension or discharge, the penalty shall be instituted after receipt of the arbitration decision.

## **ARTICLE 9 - ARBITRATION**

**9.01** Where a grievance, as defined, has been processed through the grievance procedure, and any mandatory time limits have been observed, then where the matter has not been resolved to the parties' satisfaction, it may be referred to Arbitration.

It is the parties' intention that all matters referred to Arbitration will be heard and decided by a single Arbitrator. As an alternative, but only with mutual agreement, a matter may be referred to a Tri-partite Board. Any such mutual agreement must be confirmed in writing.

Presuming a matter is to be heard and decided by a single Arbitrator, then the party referring the grievance to Arbitration shall name three (3) possible Arbitrators. The party receiving the notification shall respond within ten (10) days either accepting one of the three proposed Arbitrators, or proposing in turn three alternatives. Failing agreement, the Minister of Labour will be requested to appoint the Arbitrator.

**9.02** The Arbitrator or Arbitration Board, as the case may be, shall make its decision consistent with the provisions of this Agreement and, the Arbitrator or the Board, has no power to change this Agreement or to alter, modify, or amend any of its provisions.

**9.03** The decision of the Arbitrator or Arbitration Board, as the case may be, is final and binding on the parties, and any employee affected by the decision.

**9.04** Each party shall pay one-half (½) of the Arbitrator's fees and expenses.

## **ARTICLE 10 - SENIORITY**

**10.01** Seniority is recognition of the employee's service since the last date of hire. Seniority, as defined, is expressed in hours, and the method of calculation is set out in this article. Seniority has application in accordance with the terms of this Agreement.

**10.02** An employee does not accumulate seniority until they have successfully completed the probationary period. Once that occurs, the employee will be given credit for seniority from the date of last hire.

**10.03** Newly-hired employees must serve a probationary period of employment.

The duration of that probationary period is four hundred and fifty (450) hours of work, or one hundred and eighty days (180) of employment, calculated from the first day worked, whichever is lesser, and provided that the employee attends work such that the Employer has a proper opportunity to assess the employee's performance, abilities and suitabilities. Where the employee has not attended work such that the Employer could make such an assessment, the Employer will give the Union notice, and the four hundred and fifty (450) hours of work probationary period will apply.

During the probationary period, the Employer will assess the performance, abilities, and suitabilities of the newly-hired employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, abilities, and suitabilities of the employee, those will be shared with the employee. Where the Employer concludes that the newly hired employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal.

Culpable behaviour during the probationary period will constitute just cause for dismissal.

During the probationary period, the newly hired employee will be provided with five (5) days of orientation at the probationary rate of pay.

Upon completion of the probation period, the Employer shall provide the Union with the employee's full name, mailing address, and phone numbers.

**10.04** During the employment period, the probationary employee shall be governed by all terms of this Agreement, except as they may be specifically excluded.

**10.05** Seniority is expressed as hours. Hours included in the calculation include:

- (i) Hours which the employee worked, and for which the Employee was paid.
- (ii) Hours which the Employee did not work, but for which the Employee was paid.

For clarity, but without restricting the general application, such hours would include:

Bereavement  
Statutory Holidays  
Union leave  
Jury Duty  
Vacation

- (iii) Hours normally scheduled, but not worked because of absence due to disability compensable under the Workplace Safety and Insurance Act, and arising out of the Employee's employment with the Employer.
- (iv) Hours normally scheduled, but not worked because of absence due to non-compensable disability to a maximum of two (2) years following the date the absence began. Seniority will include all hours, including single days of absence.
- (v) Hours normally scheduled, including absence due to pregnancy or parental leave.
- (vi) Hours worked while temporarily assigned to a position outside of the bargaining unit.
- (vii) If it is necessary to calculate seniority during a period of absence, then the calculation will be based on the average of hours worked during the four (4) complete pay periods immediately preceding the pay period in which the leave commenced, provided that the employee's attendance during this period is reasonably representative of their normal attendance.

**10.06** The Employer will maintain an official seniority list.

To establish this seniority list the parties have agreed that a seniority list attached to their first Agreement as Appendix 'B' represents a complete and accurate seniority list and future lists will be developed based on this original list.

Seniority lists shall show the employee's name, date of hire, bargaining unit-wide seniority, and departmental seniorities.

The Employer will post this seniority list twice per year. They will be based on seniority earned to the end of the pay period ending nearest to March 31 and September 30. At the time it is posted, a copy will be provided to the Union. Any concerns as to the accuracy of the list must be brought to the Employer's attention within fourteen (14) days of posting. If no such concerns are raised by that date the list shall be considered correct and complete and will only be changed thereafter by specific mutual written agreement of the Employer and the Union.

Throughout the year the Employer will update the seniority list on a bi-weekly basis, at the end of pay periods.

Individual employees will be advised, upon request, of their placement on the list in relationship to other employees as that list may be updated throughout the year. The Union, upon request, will be provided a copy of the updated list.

## **ARTICLE 11 - LOSS OF SENIORITY AND EMPLOYMENT**

**11.01** Seniority and employment end if:

- (a) The employee resigns, retires, or otherwise terminates their employment.
- (b) The employee is discharged and such discharge, if grieved, is not overturned at Arbitration.
- (c) The employee is on layoff, and having been given notice of recall, subject to the provisions and qualifications of the layoff and recall portion of this Agreement, fails to make themselves available for work within fourteen (14) calendar days of the day on which they were advised of the recall.
- (d) The employee is laid off for a continuous period of eighteen (18) months, calculated from the date on which the employee was first laid off. This period of time is only interrupted where the employee is actively at work for a continuous period of seven (7) consecutive calendar days. Actively employed means that the employee was attending work and performing work for which they earned wages. Seven (7) consecutive calendar days means that the employee must have attended work, and seven (7) consecutive calendar days later, have still been actively employed, without a further break in employment occurring.
- (e) For further clarity, any days which fall within the seven (7) consecutive days, but are not scheduled work days, do not constitute a break in employment.

## **ARTICLE 12 - LAYOFF AND RECALL**

The Employer agrees to give written advance notice of layoff and recall from layoff in accordance with the Employment Standards Act of Ontario. Layoff and recall shall be implemented according to seniority with probationary employees being laid off first, followed by part-time employees, then full-time employees if necessary, and recalls in reverse order of seniority in which the employee was laid off.

**12.01** A lay-off is defined as a reduction in available work, which reduction continues for more than fourteen (14) consecutive calendar days, and which has the effect of reducing the hours available to full-time, or permanent part-time employees such that they become part-time employees, or,

reduces the hours available to part-time employees such that individuals who would regularly be scheduled to work are no longer scheduled to work.

Reductions of work for shorter periods of time are not considered layoffs.

Reductions of work for reasons such as fire, flood, act of God, or such other reasons as would be beyond the control of the Employer are not considered layoffs. It is not a layoff if an employee who is temporarily assuming another employee's duties is displaced from the schedule because the other employee returns to work.

**12.02** If a layoff is to occur, the following will apply:

- (a) Any or all probationary employee(s) will first be laid off.
- (b) If there are further layoffs, then the least senior employee will be given notice of layoff.
- (c) Employees on layoff may indicate that they are available for call-in, and if they do so, they will be called, even if they are otherwise on lay-off. Such call-ins do not constitute a recall, or otherwise affect the individual's status as a laid-off employee.

Unless the employee specifically indicates they wish to be called in, they will not be called.

**12.03** If a layoff is to occur, two (2) weeks of notice will be given, together with an additional one (1) week of notice for each complete calendar year of employment, to a maximum of eight (8) weeks of notice. To calculate this notice, the employee's length of employment since date of hire, calculated as of the day the notice is given, shall be used.

**12.04** In the case of any notice of lack of work for fourteen (14) consecutive calendar days, or less, employees will be given at least seven (7) consecutive calendar days of notice.

**12.05** Where a position or positions becomes available, employees affected by the layoff shall first be restored to their original position, if possible, or recalled by order of seniority, to other positions which become available the foregoing supersedes the job posting provisions contained in this Collective Agreement.

No new employees would be hired until all employees on layoff have been given an opportunity of recall.

Copies of any layoff notice will be provided to the Unit President, and forwarded to the Union office, at the same time the original is provided to the employee.

**12.06** If an employee is recalled, then except as noted, they must be available for work within fourteen (14) consecutive calendar days of the date of recall, or their seniority and employment is lost.

An employee who is given notice of recall, but who cannot report for work due to disability, will not lose their right of recall simply because they were unable to respond to this recall. Instead, they will be by-passed, and the recall offered to the next employee, by order of seniority.

The Employer reserves the right to request confirmation that the employee suffers from a disability which prevents them from responding to the recall. If the employee fails to provide

such confirmation, in a manner acceptable to the Employer, and fails to respond to the recall as required, employment and seniority is terminated.

Once the employee has recovered, then the employee will advise the Employer, and they will then be able to assume the notice of recall. The employee who had been recalled will be returned to layoff. To accommodate such a return to lay-off, it is agreed that the Employer does not need to give the Employee notice.

- 12.07** Notwithstanding any other provision of this Article, or any other provision of the Collective Agreement, if the Unit President or Unit Presidents can perform the work available, then for the purposes of layoff or recall, the Unit President or Unit Presidents shall be considered to have greater seniority than any other member of the bargaining unit, and if a comparison between the Unit Presidents is necessary, then the comparison shall be based on the Unit President's actual seniority.
- 12.08** The Employer and the Union will meet, at the request of either, to discuss layoffs, how they may be effected, and the implications for employees.

### **ARTICLE 13 - JOB POSTINGS**

**13.01** A vacancy occurs:

- (a) If the Employer establishes a new position within the bargaining unit, or
- (b) The Employer proposes to fill a position which has already been established, and which has become vacant because the incumbent is no longer employed, or the incumbent has successfully applied for another position.

Only full-time and permanent part-time positions will be posted.

**13.02** Such vacancies will be filled according to the following procedure.

**13.03** The Employer will post a notice of such vacancy on the main bulletin board. Within five (5) working days of the vacancy, the job will either be posted or the Union will be given written notice of the Employer's intent not to fill or postpone filling the vacancy.

The Employer shall endeavour to post the position before noon on the first day of posting and remove the posting after noon on the last day of posting.

The position will be posted for seven (7) consecutive calendar days, calculated beginning with the first day the position is posted.

While the position is posted, employees may apply. Such applications must be in writing on appropriate forms.

**13.04** Once the posting has closed, the Employer will consider the applications received.

In assessing applicants who possess the basic qualifications, the Employer will consider the skill, efficiency and ability of the applicants and, where those factors are relatively equal among qualified applicants, the Employer will consider the seniority of the applicant.

If the seniority of the applicant must be considered, then the seniority used will be that as of the end of the pay period prior to the pay period during which the vacancy was posted.

When the Employer posts a permanent position which is currently being held by a temporary incumbent, the successful applicant shall be moved to the new position as soon as practical, but no later than the start of the next schedule.

**13.05** If there is no successful applicant, the Employer may take such action as it deems appropriate to fill the vacancy.

**13.06** Temporary absences arise when the incumbent is absent from work for extended periods, or when the incumbent has temporarily assumed another job with the Employer.

Where it is reasonable to believe that the position will be vacant for four (4) weeks or more, or where a position has been vacant for four (4) weeks or more, the position will be posted as a temporary vacancy.

The posting will follow the procedure set out for vacancies, except the posting will note that the vacancy is temporary in nature, and will note the successful applicant is subject to certain conditions.

Those conditions include the possibility that the successful applicant will be displaced with minimal notice if the incumbent returns to the position, and will further note that while they are incumbent in this temporary position, they are not eligible to apply for any other temporary position.

Successful applicants to temporary vacancies may return to their regular position provided they give notice consistent with scheduling requirements, and there is no unreasonable disruption to the operation of the facility.

**13.07** Full-time, or permanent part-time Registered Nurses can give written notice that they wish to change their status to part-time, and provided they give notice consistent with scheduling requirements, and there is no unreasonable disruption to the operation of the facility, such requests will be accommodated.

#### **ARTICLE 14 - NO STRIKE OR LOCKOUT**

**14.01** There shall be no strike or lockout as long as this Agreement continues to operate.

**14.02** The terms 'strike' and 'lockout' shall be as defined in the Ontario Labour Relations Act.

#### **ARTICLE 15 - HOURS OF WORK**

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

**15.02 (a)** No work shift of less than three (3) hours' duration will be scheduled.

**(b)** No work shift of more than seven and one-half (7½) hours' duration will be scheduled.

**(c)** No employee will be scheduled to work more than seventy-five (75) hours in a bi-weekly

pay period.

**15.03** The following work interruptions, or breaks, are provided:

- (a) A 30-minute unpaid meal break for each shift of more than five (5) hours duration.
- (b) For each shift of more than four (4) hours' duration, but not exceeding six (6) hours duration, a paid break of fifteen (15) minutes duration will be provided.
- (c) For shifts of more than six (6) hours' duration, two (2) paid breaks of fifteen (15) minutes' duration each will be provided.

**15.04** If the employee has completed the regularly scheduled shift, and left the premises, and are then called back to work, they will be provided a minimum of three (3) hours of work or, at the employee's discretion, they will be paid for the time actually worked and the employee will be under no obligation to continue to work for three (3) hours.

**15.05** Work beyond the employee's regular scheduled hours will not be mandatory.

**15.06** **Extended Tours**

The Employer and the Union may agree to implement extended tours, subject to the following:

- (a) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time employees who work in the facility/unit.
- (b) The Extended Tour may be cancelled by either party on giving ten (10) calendar weeks' notice to the other, in writing, of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation. Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.
- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- (d) **Hours of Work**
  - (i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
  - (ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
  - (iii) Employees shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.
  - (iv) Scheduling issues will be resolved at the local level.



- (v) Where the Union and the Employer have agreed to or agree to an extended daily tour that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraphs (ii) and (iii) of this Article.
- (e) Payment for bereavement leave is based on 11.25 hours.
- (f) Payment for vacation and holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement.
- (g) Shift and weekend premiums as per Article 26.03 will be paid for the same hours as applied to seven and one-half (7.5) hour tours, the intention being that the total amount of shift premium will not change because of the move to extended tours.
- (h) Overtime premium as set out in Article 14 shall be paid for all hours worked in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.
- (i) Shift exchanges will be in accordance with Article 15.

#### **15.07 Innovative Scheduling**

Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources and support cost efficiency. The parties agree that such innovative schedules may be determined locally by the Home and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Home and the Union;
- (b) These schedules may pertain to full-time and/or part-time employees;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties. Such schedules may be discontinued by either party with notice as determined through local negotiations.
- (d) Upon written agreement of the Home and the Union, the parties may agree to amend Collective Agreement provisions to accommodate any innovative unit schedules.
- (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

#### **15.08 Weekend Worker**

A weekend schedule may be developed in order to meet the Home's need for weekend staff and individual employee's preference for a weekend work schedule.

A weekend schedule is defined as a schedule in which a full-time employee works a weekly average of thirty (30) hours and is paid for 37.5 hours at her/his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as

determined by the Home and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

The Employer and the Union may agree to implement weekend schedule if eighty percent (80%) of the full-time and part-time employees who work in the facility/unit are in agreement. The introduction of that schedule, and the manner in which the positions are filled, shall be determined by the local parties. This schedule may be discontinued by either party with notice as determined by the local parties. The opportunity for an individual employee to discontinue this schedule shall be resolved by the local parties:

(a) Weekend and shift premiums shall not be paid.

(b) **Vacation Bank**

Vacation entitlement is determined by Article 19. For the purposes of Article, hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.

Mechanism for the vacation bank is determined by current local practices.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 19.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday.

Vacation - interruption does not apply.

(c) **Paid Holiday Bank**

Employees qualify in accordance with the Collective Agreement. The paid holidays are identified in the Collective Agreement.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

If an employee works on a paid holiday, as defined by the local parties, she will receive one and one-half (1½) times her regular straight time hourly rate of pay for all hours worked on a holiday. The employee will not receive a lieu day. Article 16.02 also applies.

The holiday bank can be used as income replacement for absences due to illness or for

lieu time off on a weekday.

(d) **Sick Leave**

The employee is eligible for long-term disability benefits if provided for in the Collective Agreement. An employee will not receive pay for the first two (2) weeks of any period of absence due to a legitimate illness. The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above. An employee who is eligible may apply for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Home will provide the employee with Disability Income Protection as per Article 20(c) for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

Employees may be required to provide medical proof of illness for any absence of a scheduled shift which is neither vacation nor an approved leave of absence.

(e) **Leave of Absence**

Article 21 applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25-hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5-hour shift, the deduction from pay shall equate to 9.375 hours.

(f) **Tour Exchange**

Weekend tour exchanges will be permitted only between weekend tour employees. Weekday tour exchanges will be permitted provided the Home does not incur additional costs. In all instances of tour exchange, the tours must be of the same duration.

(g) **Overtime**

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties. Overtime will apply if the employee works in excess of the normal daily hours. Payment for overtime is as in Article 16.

(h) **Scheduling Provisions**

The scheduling and premium provisions relating to consecutive weekends off in Article 15 do not apply to employees who accept positions under this provision.

(i) **Christmas Period**

Article 15 relating to scheduling during this period will apply except as modified to confirm that the weekend tour employee will continue to work weekends during this period.

**Note:** If the parties negotiate any changes to related provisions during these negotiations amendments will occur to this Article.

## **ARTICLE 16 - OVERTIME**

- 16.01** (a) Overtime is a premium rate equal to one and one-half times the Employee's regular hourly rate.
- (b) If overtime is paid, no other premium is payable.
- (c) Overtime is payable in certain specific circumstances, but only where these circumstances arise with the specific authorization of the Employer.

**16.02** These are the circumstances in which overtime arises.

- (a) Where the Employer has specifically authorized the employee to work more than seven and one-half (7½) hours in a twenty-four (24) hour period, calculated from the start of the first shift.

This payment is not applicable to employees during the approximately fifteen (15) minute period during which "report" is given. Payment for such time is considered part of the paid educational leave system for reimbursing employees for incidental non-authorized overtime.

If however the Employer authorizes the employee to continue at work beyond the time of giving of report, then the report time is included for the purposes of calculating overtime.

- (b) Authorized time worked in excess of seventy-five (75) hours per pay period.

**16.03** If the employee works more than three (3) hours following the completion of their regular shift, the Employer will supply an appropriate lunch, or make other suitable arrangements.

- 16.04** (a) There shall be no pyramiding of overtime and/or premium pay under the terms of this Agreement.
- (b) If a situation arises in which but for the restriction of part (a) an employee would have a legitimate claim on two premiums, it shall be the employee's choice as to which of the premiums shall be paid.

**16.05** If an employee works more than six (6) consecutive days, they shall receive overtime for all of the work performed on the seventh and subsequent days, until they receive a day off.

**16.06** Employees working a shift during which the changeover 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, even if they would otherwise be entitled to overtime.

## **ARTICLE 17 - WORK SCHEDULES**

**17.01** Work schedules of two (2) weeks duration will be posted not more than eighteen (18) days, or less than fourteen (14) days, both inclusive, prior to the effective date.

Schedules, once posted, will not be changed except to accommodate another employee who is returning to work after an absence caused by a disability, or by agreement between the Employer and the employee. If the schedule is amended, the Employer shall make every effort to notify

the affected employee(s) who are not scheduled to work before the implementation date of the changes or amendments.

- 17.02 (a)** Employees may request special consideration in respect of their scheduling only to the extent set out in this Agreement.

Employees may submit a written request to their supervisor at least seventeen (17) days in advance of the date on which the schedule is to be effective. Such request should indicate the special request sought on the upcoming schedule, and the reasons for the request.

Employees should recognize that this request for accommodation may reduce the number of shifts available to them, or may result in them being scheduled to work on days they would not otherwise be scheduled. The request will be reviewed, and will be accommodated subject to the operations of the facility.

Requests submitted after the deadline may be considered exclusively at the discretion of the Employer.

No request of a general nature will be accepted except in circumstances which have been specifically agreed to between the Union and the Employer. Such circumstances are limited to attendance at a recognized educational institution. If a request is made for general consideration based on the foregoing circumstances, it will be considered, but this does not mean that every request can be granted.

No general requests of any other nature will be accepted.

- (b)** Full-time and permanent part-time employees will work fixed shifts in accordance with the existing practice. This is subject to the Employer's right to transfer the individual temporarily to another shift for training purposes, or to assess performance.

For part-time employees the existing practice of scheduling to accommodate the individual's needs will continue, subject to the needs of the facility. If there are concerns by either party, or if there is a perceived need for change, these matters are proper matters for discussion at a Labour/Management Committee Meeting.

All full-time and part-time employees shall advise the Employer in writing if they do not wish to be listed on the "Call-in List". Employees will be afforded this opportunity twice per calendar year (by June 30<sup>th</sup> and December 30<sup>th</sup>). It is further agreed and understood that, in the event of an emergency situation, all employees must be available for call-in.

- 17.03** Employees may exchange shifts with other employees.

If such an exchange is to occur, an appropriate form, available from supervisors, must be used. A copy of that form is attached as Schedule 'B'.

Employees cannot give away shifts to other employees. Any exchange of shifts involves a commitment between the employees to work for each other. Further, employees cannot exchange shifts in such a fashion that they breach the fundamental employment obligation, or create work patterns for themselves that might lead to concern as to their abilities to perform their job duties, or to work safely. Where the Employer concludes that employees have not exchanged shifts in accordance with the Employer's expectations, then on an individual basis, the employee may be

denied the right to exchange shifts.

**17.04** Unless employees indicate in writing that they seek to work on weekends, then full-time and permanent part-time employees will be scheduled so that they receive at least one weekend off in two, and part-time employees will be scheduled so that they will receive at least one (1) weekend off in three (3). Weekend means Saturdays and the contiguous Sundays.

**17.05** All Employees shall have sixteen (16) consecutive hours off between scheduled shifts. If the Employer fails to schedule sixteen (16) consecutive hours off between scheduled shifts, the employee will be paid overtime for the number of hours worked between the end of one shift and the start of another shift.

**17.06** During the Christmas and New Year's Season, (which for these purposes is the period of December 19<sup>th</sup> to January 5<sup>th</sup>) the following will apply.

The regular rules concerning scheduling may be suspended to accommodate these changes.

Each full-time employee and, subject to the needs of the facility, each permanent part-time employee, will be scheduled so as to receive at least four (4) days off at either Christmas, or New Year's of the following year.

The Employer will endeavour to schedule each part-time employee to receive a minimum of three (3) days off at either Christmas or New Year's of the following year.

**17.07 (a)** A shift will be considered to be entirely within the calendar day in which the majority of hours occur, regardless the calendar day on which the shift commences.

**(b)** The Employer will post the Christmas/New Year's Holiday request form no later than October 15th and remove the posting by November 1st of that year.

**(c)** The Employer will post the Christmas/New Year's schedule no later than 1200 hours on December 1st of that year.

**17.08** Where work opportunities become available, and employees must be called in, such call-in will be in accordance with this Article.

First, eligible part-time employees who have not been scheduled and/or worked forty-five (45) hours in the pay period will be offered the work opportunity according to seniority.

Should all employees be scheduled and/or have worked forty-five (45) hours in the pay period, or if no employee who is scheduled and/or has worked forty-five (45) hours is available, then the work opportunity will be offered in rotation, initially beginning with the most senior. This offer is restricted to seniority within classification, and where appropriate, by shift.

Once a work opportunity has been accepted, the next opportunity will go to the next person on the list.

Consecutive shifts will not be routinely offered to employees.

To be eligible for work opportunities, employees must be immediately available by telephone. Should no part-time employees be available, work opportunities will be offered first to permanent

part-time employees (if any) and then to full-time employees who may not be scheduled to work seventy-five (75) hours per pay period, then dependent on the employee's availability, the opportunities will be offered equitably.

If the work opportunities are being offered to full-time employees who are scheduled and/or have worked seventy-five (75) hours per pay period, then dependent on the employee's availability, the opportunities will be offered equitably.

It is agreed that if an individual is overlooked, or not offered a work opportunity in accordance with the foregoing sub-article, then that will be addressed by affording the individual preferential consideration for a subsequent opportunity. An employee may elect not to be called in by making a written request.

- 17.09 (a) Should an employee be called in with less than one hour's notice of the commencement of the shift, and the employee arrives not later than the end of the first hour of the said shift and works the remainder of the shift, the employee will be paid as though they had worked the entire shift.
- (b) If an employee is scheduled to work, and reports as required, the employee will be provided the lesser of four (4) hours of work, or the duration of their actual scheduled shift. This clause does not apply if the Employer cannot provide the work for reasons beyond the control of the Employer, or if the employee is returning to work following a period of absence, and has not given the Employer notice, or where the Employer has made reasonable efforts to advise the employee that they need not work.
- (c) The Employer agrees to update the Call-in List on a monthly basis.

**17.10 Standby**

The Employer may request that an employee remain available for duty outside of her regularly scheduled working hours. In such instances, the employee agreeing to such request, shall be required to consult via telephone, and/or be available to report at the workplace in the event of an emergency. The employee shall be compensated in the amount of two dollars (\$2.00) per hour for the period of standby approved by the Employer. Standby pay shall cease where the employee on standby, or another employee arrives at the workplace to fill the vacancy for which the standby opportunity was created.

- 17.11 Unless otherwise mutually agree to by the parties, the Employer will not change the starting and quitting times of a given shift without providing the Union forty-five (45) days' notice.

**ARTICLE 18 - PAID HOLIDAYS**

- 18.01 (a) Employees who have completed their probationary period shall be eligible to receive the following paid holidays:

- |                                |                  |
|--------------------------------|------------------|
| New Year's Day                 | Civic Holiday    |
| Family Day                     | Labour Day       |
| Good Friday                    | Thanksgiving Day |
| Victoria Day                   | Christmas Day    |
| Canada Day                     | Boxing Day       |
| 2 Float (non-premium holidays) |                  |

- (b) The float holidays referred to in part (a) is available on the following basis.

Eligible employees receive two float holidays per calendar year.

They must work at least ninety (90) days in the calendar year, and if they do not, they are not entitled to a float holiday, and if one is taken, and the ninety days are not worked, the payment for the float holiday represents an offset against wages.

The float holiday cannot be taken during the period of December 19<sup>th</sup> of one year, and January 5<sup>th</sup> of the following year. However, provided the employee gives the immediate supervisor/manager notice consistent with the obligation to post shift schedules, and provided the operations of the nursing home are not unduly affected, then the float holiday can be taken at any other mutually agreeable time.

If more than one employee requests a float on a given day, and, when the requests are considered, all requests cannot be granted, the requests will be granted on the basis of seniority.

If the float holiday has not been used or booked by November 1st, then the time off is lost, and the employee shall receive the pay for such holiday during the month of December.

- (c) If any level of government proclaims an additional holiday during the term of this Agreement, the additional holiday will replace the float holiday. The intent is there will be a maximum of twelve (12) holidays per calendar year for the duration of the Agreement.
- (d) Upon completion of the probationary period, employees will be paid for any holidays which occurred within the probationary period, provided they otherwise qualify for such pay.

**18.02** To qualify for holiday pay, the employee must meet the following criteria:

- (a)
  - (i) Both full-time and part-time employees must work their full scheduled shift immediately preceding and their full scheduled shifts immediately following the holiday.
  - (ii) If the employee did not work the full scheduled shift immediately preceding, and/or immediately following because of a disability, verified where the Employer so requires by a medical doctor's certificate, the employee will be eligible for any holiday pay which would otherwise accrue during any one period of illness not exceeding one month.
- (b) For part-time employees, including permanent part-time employees, in order to qualify for holiday pay, the part-time employee must have earned wages on at least twelve (12) days during the immediate pay period and the two (2) pay periods immediately preceding the pay period in which the holiday occurs.

For permanent part-time employees only, shifts not worked because of vacation will be considered shifts on which the employee has earned wages, regardless of the payment of those wages.



Wages earned while working in different classifications count towards determining the twelve (12) days.

**18.03** Any employee, even if they do not qualify to be paid for the holiday, are entitled to a day off. If the employee does not qualify to be paid, they are not required to take a day off.

**18.04** All employees, even if they do not qualify to be paid for the holiday, shall be paid an overtime rate of one and one-half times for all hours worked on the holiday.

**18.05** If an employee qualifies to be paid for the holiday, the amount of the payment is calculated as follows:

Where the employee works a shift of fixed duration, the payment would be the amount they would normally receive.

Where an employee works shifts of different duration, the amount of the payment will be the average duration of the shifts worked during the last two (2) complete pay periods occurring immediately prior to the pay period in which the holiday occurs.

**18.06** If a holiday occurs on an employee's regular day off, or on a day on which the employee would normally be scheduled to work on a day observed as a paid holiday, the employee shall have the option to be paid for that day or may take a lieu day off instead. If they decide to take the lieu day off, they can do so at any time within the ninety (90) days following the holiday subject to the following:

1. Employees may submit a written request, on the form provided, to their supervisor at least seventeen (17) days prior to the date on which the schedule containing the Statutory Holiday becomes effective.
2. The request will indicate the day in lieu of the Statutory Holiday being requested within the period of ninety (90) days of the holiday.
3. This request cannot be used to extend vacation entitlement.
4. Lieu days cannot be added together for any reason.
5. All requests submitted will be reviewed and accommodated subject to the operations of the facility.
6. Requests will be reviewed on the first-come first-served basis and a response to the request will be provided within five (5) working days.

If the employee fails to give indication of their desire to schedule a lieu day as provided for in this Article, she shall lose the right to the time off and will be automatically paid for the holiday. However, if the Employer is unable to grant the day off as requested, the employee will be allowed to request an alternate date.

**18.07** If a paid holiday occurs during an employee's vacation period, the employee may observe the holiday on her first scheduled day immediately following her vacation provided the employee requests the holiday in writing at the time she scheduled her vacation.

**18.08** A shift will be considered to be entirely within the calendar day in which the majority of hours occur, regardless the calendar day on which the shift commences.

**ARTICLE 19 - VACATION**

**19.01** Vacations will be provided on the following basis.

For the purpose of increases in vacation entitlement and pay, the individual employee's start date shall be used.

<b><u>SERVICE</u></b>	<b><u>VACATION ENTITLEMENT</u></b>	<b><u>VACATION PAY</u></b>
Less than one (1) year	One (1) day of vacation for each complete calendar month of employment, to a maximum of fourteen (14) consecutive calendar days, calculated from the start of the first day of vacation. Effective date of ratification, ESA standards to apply in the 1 <sup>st</sup> year	4%
One year or more, but less than two (2) years	Two (2) weeks of vacation	4%
Two (2) years or more, but less than six (6) years	Three (3) weeks of vacation	6%
Six (6) years or more, but less than fifteen (15) years	Four (4) weeks of vacation	8%
Fifteen (15) years or more	Five (5) weeks of vacation	10%
<b>Effective April 1, 2016 -</b>		
Fifteen (15) years or more, but less than twenty-five (25) years	Five (5) weeks of vacation	10%
Twenty-five (25) years or more	Six (6) weeks of vacation	12%

**19.02 (a)** For employees with one (1) year of service or more, vacation will be taken in units of weeks, except as noted in part (b). Seven (7) consecutive calendar days will equal one week of vacation.

**(b)(i)** Full-time employees may use one week of vacation in units of days. For this purpose, five (5) working days will equal one week of vacation. Employees may request Mondays through Fridays, both inclusive, off, at any time throughout the year, save and except during the Christmas/New Year's period. Employees may request Saturdays or Sundays off, to a maximum of two (2) days in total, under this provision but only during the

period October 1st of one year through May 31st of the following year, both inclusive, but exclusive of the Christmas/New Year's period.

- (b)(ii) Permanent part-time employees may use one week of vacation in units of days. For this purpose, four (4) working days will equal one week of vacation. Employees may request Mondays through Fridays, both inclusive, off, at any time throughout the year, save and except during the Christmas/New Year's period. Employees may request a Saturday or a Sunday off, to a maximum of one day in total, under this provision but only during the period October 1st of one year through May 31st of the following year, both inclusive, but exclusive of the Christmas/New Year's period.
- (c) Subject to the limitations of this Article, the right to determine vacation time is vested with the Employer.

Except as noted vacation shall be scheduled between April 1<sup>st</sup> of one year and March 31<sup>st</sup> of the following year.

If the effective operations of the facility allow, the Employer will allow two (2) nurses to take vacation at the same time.

No employee may waive vacation and draw double pay.

Vacations are not available during the Christmas/New Year period which, for these purposes, is the period December 19<sup>th</sup> through January 5<sup>th</sup> of the year following.

The summer vacation period, for these purposes, shall be the period of June 1<sup>st</sup> to September 30<sup>th</sup>, approximately. The actual date used will be the start of the pay period which starts the closest to the specified dates.

The Employer shall post a vacation request form by March 1<sup>st</sup>.

Employees who wish specific vacation periods shall indicate their choice in writing by April 1<sup>st</sup> indicating up to three (3) alternative vacation periods.

All requests shall be in units of seven (7) consecutive days. For clarity, vacations may begin on any date mutually agreeable to the Employer and the employee.

To accommodate the greatest number of requests, no individual can receive more than four (4) weeks of vacation in total during the summer vacation period.

Where a conflict exists between employee requests, scheduling of vacation will be by seniority, within classification, and as appropriate, shift. The Employer will then consider the alternative request.

The final vacation list will be posted by May 1<sup>st</sup>. Once posted, the list is fixed, and vacations must be taken as scheduled to sub-article 20.10.

Vacation time which remains available during the summer vacation period, or which falls outside of the summer vacation period, may be requested by employees, and any requests will be considered based on the order in which they are received.

Vacation periods which are not assigned by this system, by December 1<sup>st</sup> or which are not assigned by mutual agreement will be assigned by the Employer by January 1<sup>st</sup> of the year.

- (d) Where an employee has had no earnings, and has therefore earned no vacation pay, the employee may request she not be scheduled for vacation, and subject to the Employer's needs, and the Employment Standards Act's requirements, the Nurse will not be scheduled for all or part of her earned vacation entitlement.
- (e) If bereavement leave as per Article 21.02 falls during vacation time, the unused vacation time will be rescheduled by mutual agreement between Employer and employee.

**19.03** Vacation pay would normally be paid to employees during the pay period in which their earnings are reduced by having taken vacation. If an employee has elected options 3 or on form # HR005, the vacation pay shall be paid on a separate cheque and shall not be included with a regular pay.

Employees may request their vacation be paid on the pay date prior to the start of their vacation.

Employees may request their vacation pay be paid to them at any time following April 1st, but employees are still required to take time off work, even if they have already received their vacation pay. This provision of the Agreement is subject to any legislative restrictions.

Any vacation pay which was credited as of April 1st in one year, and which has not been paid to the employee by March 31st of the following year, will automatically be paid to the employee.

## **ARTICLE 20 - SICK LEAVE**

### **20.01 MEDICAL CERTIFICATES**

In all cases where the Employer requests a medical certificate, the Employer shall reimburse the employee for any costs incurred by the employee in complying with this request, unless the request is as a result of attendance abuse in which case the employee shall pay. The employer may request the employee to attend a physician of the Employer's choice. It is understood that this clause shall not apply to third party requests for medical certificates, in this case the employee is responsible for payment.

**20.02** A system of paid sick leave is established. Employees, who have earned credits, are entitled to use those credits to protect against loss of income when a disability, which disability is not compensable under the Workplace Safety and Insurance Act, prevents them from attending work.

**20.03** Full-time and permanent part-time employees will earn sick leave credits on the following basis:

If they are hired as a probationary employee, then upon the successful completion of the probationary period, they are credited with 20.75 hours of sick leave.

If the employee becomes full-time, or permanent part-time, employee after completing the probationary period as a part-time employee, this credit is not available.

Employees who have met either of the foregoing are thereafter credited with eight (8) hours of sick leave for each one hundred and sixty (160) hours worked, to a maximum accumulation of one hundred and forty-four (144) hours.

Sick leave credits and benefits cease on the termination of employment.

Employees on any type of leave of absence, whether voluntary or involuntary, do not earn sick leave credits.

- 20.04** A Weekly Indemnity Salary Plan is available to full-time and permanent part-time employees who have completed the probationary period.

This Plan will provide payment of 66-2/3% of the employee's wages, to a maximum weekly benefit of six hundred and fifty dollars (\$650.00) from and including the first day of absence due to accident or hospitalization, or the fourth consecutive calendar day of absence, calculated from the first scheduled shift lost, due to illness. The coverage is provided for the lesser of the duration of the disability or seventeen (17) weeks.

All of the terms and conditions of the Plan shall be subject to the contract between the insurance Employer, and the Employer.

It is agreed that the Employer may change the carrier of this plan, provided there is no reduction in benefits, and provided that the Employer gives the Union not less than sixty (60) days notice of such change, furnishes the Union with full particulars of the plan to be substituted, and if requested to do so, meets with the Negotiating Committee to discuss and explain the changes proposed.

- 20.05** Where an employee is absent from work, and claims the absence is due to a disability, the Employer reserves the right to request verification of such disability. Any verification submitted by a medical practitioner must confirm that the individual:

- suffers from a disability
- that the disability prevents the employee from attending work
- that the employee is participating in a treatment program, under the professional's direction

The Employer agrees that it will not, as a matter of general practice, request such medical certificates in all cases, but only where the particular employee's absence is questionable.

Where the nature of the disability is such that it is prudent to do so, the Employer may require the employee provide confirmation from a medical professional that the employee is capable of resuming their duties without undue risk.

Where an employee is absent for more than thirty (30) days, then they are required to contact their supervisor at intervals of approximately thirty (30) days for the purpose of reviewing with the supervisor their status, and for providing any information as to when they may be returning to work.

- 20.06** Absence which is due to disability compensable under the Workplace Safety and Insurance Act shall not be charged against sick leave credits.

- 20.07** Any employee who will be absent because of disability must notify the Employer at the earliest moment, but at least three (3) hours prior to her shift, if that shift is an afternoon or night shift, and at least one (1) hour prior to the start of the shift if the employee is on the day shift. If the employee fails to give this minimum notice then, unless the employee provides a reason

acceptable to the Employer, no sick leave would be payable for the first day of absence. The employee will endeavour to provide as much notice as possible to the Employer to ensure consistency of resident care.

- 20.08** It is the responsibility of the employee to keep the Employer advised, on a day to day basis, of her inability to work because of short-term illness.
- 20.09** When it becomes apparent that an employee will be absent on a long-term illness, that is, an illness of more than one month (30 days), the employee will, as soon as possible, produce a medical certificate confirming the illness and stating, in the opinion of the physician, the term of the possible absence from employment, if such assessment can be made. In cases of illness actually exceeding one (1) month it is the responsibility of the employee to keep the Employer informed of her status at least on a monthly basis.

The employee will also be required to give at least forty-eight (48) hours of notice of her return-to-work, and failing such notice, no work may be available. It is recognized that the return to work of such an Employee may displace other Employees from their scheduled hours or shifts or work areas.

- 20.10 (a)** An employee who becomes ill or injured, prior to the commencement of her vacation time, and upon her return to work following such illness or injury, such employee may then reschedule her vacation time based on available time, without amending the present vacation schedule of other employees. For the purpose of this sub-article, the employee must have been absent from work due to such illness or injury for a minimum of five (5) days.
- (b)** Where an employee commences their vacation period, and subsequently suffers an illness or injury requiring they be hospitalized for at least twenty-four (24) consecutive hours, then at the choice of the employee, the period of such hospitalization may be considered sick leave, and the portion of the employee's vacation which was lost due to the hospitalization shall be rescheduled, as specified in part (a). For greater clarity, each twenty-four (24) hour period spent in a hospital shall result in one day of vacation being rescheduled.
- 20.11** A full-time employee or permanent part-time employee who changes to part-time status shall have any sick leave credits accumulated but not used frozen and such credit may not be used while employed on a part-time basis. In the event that such employee returns to full-time or permanent part-time status the credits frozen will be returned to the employee for use in accordance with Article 20 and any other relevant provisions.

## **ARTICLE 21 - LEAVES OF ABSENCE**

- 21.01** Employees may request voluntary leaves of absence. Such requests should be given at least one month prior to the effective date, if it is possible to do so. Such requests should indicate the proposed date the leave will begin, and the date it will end. The administrator or the administrator's designate will consider such request. It is to the administrator, or the administrator's designate, to determine if the request will be granted. The denial of a voluntary leave of absence is not arbitrable. The administrator or the administrator's designate will reply to the request within seven (7) days of receiving it.

Except where an employee makes specific arrangements at the time a voluntary leave is

requested, then during any voluntary leaves of absence, the employee will not engage in alternate employment. If the employee does, then the employee will be considered to have resigned her employment.

If an employee fails to return to work at the expiry of her voluntary leave of absence, then it shall be considered that she has resigned her employment.

#### **21.02 Bereavement Leave**

- (a) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of four (4) days without loss of pay ending with the day after the funeral. Should interment not immediately follow the funeral or service, the employee may use one (1) or more of the above days for such purpose.
- (b) It is agreed that immediate family shall mean mother, father, mother-in-law, father-in-law, husband, wife, common-law spouse, son, daughter, step children, step parent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian, grandparent or grandchildren.
- (c) When the death of a niece, nephew, aunt, uncle or spouse's grandparent occurs, the employee shall be granted one (1) day of leave without loss of pay ending with the day after the funeral.
- (d) It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.
- (e) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she receives holiday pay, vacation pay or sick leave. However, vacation will be extended or rescheduled by mutual agreement.
- (f) Where it is necessary because of distance, the employee may be provided up to five (5) days additional unpaid leave.
- (g) In order to qualify for the above bereavement leave with pay, the affected employee must submit to the Employer proof of death and relationship.

#### **21.03 Jury or Court Duty**

An employee required to serve as a juror, or subpoenaed as a witness in a court action shall be paid the difference between what she would have earned for her scheduled hours, and the fees received acting as a juror, or as a witness in the court action. This will be accomplished by the employee signing over her fees, less expense money, and the employer continuing regular salary payments. The employee must notify her immediate non-Union supervisor as soon as possible upon receipt of her notice or subpoena. Where it would be reasonable to expect the employee to do so, the employee will attend work during those regularly scheduled hours in which she is not required to attend court.

#### **21.04 Pregnancy and Parental Leave**

- (a) The quantum of leave for pregnancy and parental leave shall correspond to the quantum provided pursuant to the Employment Standards Act as amended by Bill 147.

- (b) An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within thirty-five (35) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time. An employee must give at least two (2) weeks notice of the date that the parental leave is to begin.

Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- (c) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks notice.

- (d) Employees will be enrolled and/or continue to be enrolled in the benefit plans per Article 24 of the Agreement, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution, if any, to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee continues absent on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees may make such arrangements for payment with the Employer as are mutually satisfactory. Normally it would be expected that the employee would make such payments by post-dated cheques. In the complete absence of such arrangements for payment, the monies owed by the employee will represent an offset against wages.

Where an employee gives written notice that they do not wish to pay their portion of a premium, coverage will be discontinued, and enrolment upon return to work will be subject to the requirements of the carrier. The carrier has advised that, provided the individual re-enrols in their benefit coverage within thirty-one (31) days of the expiry of their pregnancy and/or parental leave, no penalties will apply.

- (e) Employees are eligible to either begin or continue participation in the retirement benefit during any leave, and unless the employee gives the Employer written notice that the employee does not intend to pay their contribution, if any, the Employer shall begin or continue to make the Employer's contribution.



Employees who participate may make such arrangements with the Employer for the payment of their share of the contribution as are mutually satisfactory. Normally it would be expected that the employee would make such payments by post-dated cheques. In the complete absence of such arrangements for payment, the monies owed by the employee will represent an offset against wages.

- (f) Employees participating in the Retirement Benefit have the right to vary the level of contribution during the leave.
- (g) Employees will continue to accumulate seniority during pregnancy and/or parental leave.

Where seniority is calculated based on hours worked, then the calculation will be based on the average of hours worked during the four (4) complete pay periods immediately preceding the pay period in which the leave commenced, provided that the employee's attendance during this period is reasonably representative of their normal attendance.

- (h) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a comparable position, if it does not. The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater. The employee's seniority shall be calculated in accordance with article 10.05 and article 21.04(g).

#### **21.05 Union Leave**

Upon written application to the administrator at least seventeen (17) days prior to the event, the Employer will grant a leave of absence with pay to at least one employee to attend school, conventions or to attend to Union business. Whenever possible, the Union will provide greater than the seventeen (17) days notice referenced above.

Additionally, the Employer will consider a leave of absence to one (1) additional employee, but the granting of this leave of absence with pay is conditional upon the operations of the facility, as assessed by the Employer.

During such leave salary and benefits will be kept whole by the Employer and the Union will reimburse the Employer for such salary and Employer contributions to benefits.

The Employer will grant a leave of absence to one employee to work for the International Union for up to one (1) year. The Union will be responsible for the employee's wages and benefits. The employee will continue to accumulate seniority while working for the Union.

#### **ARTICLE 22 - SAFETY**

**22.01** The Union and the Employer agree to co-operate in the promotion of safe working habits and conditions. The Employer and the Union agree that there is an obligation of both parties to work in a safe and efficient manner and to provide a safe and efficient work place, and further agree to encourage full co-operation in the observation of all safety rules and practices.

**22.02 (a)** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

- (b) The joint committee shall consist of up to four (4) employees appointed by the Union and four (4) members from the Employer to make recommendations on matters of health and safety

It is understood where the RN and Service Collective Agreements are separate, there shall be one (1) committee only.

- (c) A joint management and employee health and safety committee shall be constituted in accordance with the Act, which shall identify potential dangers, recommend means of improving the health and safety programs, Early and Safe Return-to-Work, and obtaining information from the Employer or other persons respecting the identification hazards and standards. The committee shall meet at least bi-monthly. Not all representatives are required to attend the meeting but at no time will the Employer have a greater number of representatives than the Union.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at her applicable rate. Minutes shall be taken of all meetings and copies shall be sent to the committee members. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

- (d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, on a rotational basis, shall make monthly inspections of the workplace and shall report to the Health and Safety Committee the results of their inspection. The Employer shall provide the representatives with such information and assistance as they may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Forms required in S.51, S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

**22.03** The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

**22.04** The Employer shall:

- i) Inform employees of any situation relating to their work which the Employer believes may endanger their health and safety, as soon as it learns of the said situation;

- ii) Inform employees regarding the known risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.

- iii) Ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

**22.05** A worker shall:

- i) Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- ii) Use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- iii) Report to her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger herself, a resident or another worker; and
- iv) Report to her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which she knows.

**22.06 Injured Workers Provisions**

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

**22.07 Infectious Disease**

The employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

**22.08** The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:

- Musculoskeletal Injury Prevention.
- Needle Stick Injury Prevention.
- Personal Protective Equipment.
- Training designed to ensure competency under the Act for those persons with supervisory responsibilities.
- Employees who regularly work alone or who are isolated in the workplace.

## **22.09 Violence in the Workplace**

The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

**22.10** The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

**22.11** The parties agree that incident reports involving aggressive resident action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum. It is understood that all such occurrences will be reviewed at the Health and Safety meeting.

## **ARTICLE 23 - WORKPLACE SAFETY AND INSURANCE**

**23.01** Where an employee is absent due to illness or injury which is compensable by the Workplace Safety and Insurance Board, the following shall apply:

(a) Provided the employee was enrolled in a premium based benefit at the time the absence began, the Employer will continue to pay its portion of the benefit for one (1) year following the date of injury, provided the employee agrees to pay their portion, if any, of such premiums.

Employees who participate may make such arrangements with the Employer for the payment of their share of the contribution as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques. The Employer is relieved of its obligation if the employee fails to make such payment.

(b) Subsequent to the period referred to in (a) above, and subject to any restrictions on the part of the insurance carrier, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums under an arrangement satisfactory to the Employer.

**23.02 (a)** Employees are eligible to continue participation in the retirement benefit, during their absence, for one (1) year following the day of injury, unless the employee gives the Employer written notice that the employee does not intend to pay their contribution, if any.

(b) Employees who participate may make such arrangements with the Employer for the payment of their share of the contribution as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques. The Employer is relieved of its obligation if the employee fails to make such payment. Employees participating in the retirement benefit, in which they have the right to vary the level of contribution, may continue to do so during their absence.

**ARTICLE 24 - PREMIUM BASED BENEFITS**

**24.01** Full-time or permanent part-time employees are eligible to participate in certain premium-based benefit plans, subject to certain conditions.

If the full-time or permanent part-time employee has been hired as a full-time, or permanent part-time employee, eligibility begins after the employee has completed the probationary period.

If the full-time or permanent part-time employee transfers from the part-time employee group, then they are eligible to participate upon the completion of the probationary period, or if they have already completed the probationary period, immediately.

Where the employee is required to pay a portion of the premium, that premium is paid by payroll deduction.

All of the benefits described are more particularly described in the insurance contract between the Employer, and the insurance Company.

**24.02** These are the benefits:

(a) This plan does not provide semi-private hospitalization coverage.

The Extended Health Care Plan shall provide for generic drug coverage only, unless specifically requested otherwise by the physician. There is a calendar year maximum of \$15,000.00 per insured person per calendar year on prescription drugs.

Within ninety (90) days of ratification the Extended Health Care prescription drug plan shall change from a reimbursement to a pay-direct (drug card) plan with a ten percent (10%) co-pay and a dispensing fee maximum of seven dollars (\$7.00).

This plan will include a vision care benefit of \$150.00 per twenty-four (24) months. The Employer will pay 100% of the premium in this benefit.

(b) Effective April 1, 1997, a Group Life Insurance Benefit in the amount of one (1) time annual salary with an accidental death and dismemberment rider.

Participation in the plan is mandatory for eligible employees, and the Employer will pay 100% of the premium for the plan.

(c) If the employee is qualified, and participates in a benefit, then unless the Employer pays 100% of the premium, their contribution and the Employer's contribution will be based on the number of hours they are regularly scheduled to work.

<b><u>Regularly Scheduled Bi-weekly hours</u></b>	<b><u>Employee Contribution</u></b>	<b><u>Employer Contribution</u></b>
Over 45, but less than 52.5	50%	50%
52.5 or over, but less than 67.5	25%	75%
67.5 or over	0%	100%

- (d) Basic Dental Plan, subject to a 10/20 single/family deductible, with reimbursement based on the 1990 Ontario Dental Association fee schedule. There shall be a one- year lag in the Ontario Dental Plan.

For the Dental Plan only, the following schedule applies:

<u>Regularly Scheduled Bi-weekly hours</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
Over 45, but less than 52.5	70%	30%
52.5 or over, but less than 67.5	55%	45%
67.5 or over	40%	60%

- (e) All of the terms and conditions of the plans shall be subject to the contract between the insurance Company and the Employer.

**24.03** It is agreed that the Employer may change the carrier of any plan, provided there is no reduction benefits, and provided that the Employer gives the Union not less than sixty (60) days notice of such change, furnishes the Union with full particulars of the plan to be substituted, and if requested to do so, meets with the negotiating committee to discuss and explain the changes proposed.

**24.04 Leaves of Absence, and Eligibility to Benefits**

(a) **Voluntary Leave**

Where an employee requests, and is granted, a voluntary leave of absence, the employee, if they wish to continue to participate in the premium based benefits, become responsible for the payment of the premiums. If the employee pays that premium, then she can participate in the premium based benefit plans for the balance of the calendar month in which the leave begins, and the three (3) subsequent calendar months.

At the end of this time, the employee can no longer participate in the premium-based benefit plans until she returns to work.

(b) **Involuntary Leave of Absence**

Except where Legislation, or this Collective Agreement, specifically provides a greater benefit, then provided the employee pays her share, if any, of the premium for premium based benefit plans, the Employer will pay its share for the balance of the calendar month in which the leave began, and the three (3) subsequent calendar months.

Employees can thereafter continue to participate, to a maximum of nine (9) additional calendar months, but the employee becomes responsible for the payment of the entire premium.

At the end of this time, the employee can no longer participate in the premium-based benefit plans until she returns to work.

## **ARTICLE 25 - UNIFORM ALLOWANCE**

**25.01** Upon successful completion of the probationary period, an employee will receive payment of a uniform allowance of:

- (a) Effective June 1, 2009 - eleven cents (\$0.11) per hour worked will be paid.  
(To be paid on the first pay in December and on an annual basis).

## **ARTICLE 26 - RESPONSIBILITY ALLOWANCE**

**26.01** Where an employee is requested to temporarily assume the duties of a higher rated position outside of the bargaining unit, and agrees to do so, then the employee will be paid:

- (a) Effective June 1, 2009 - \$2.00 per hour, for each hour she assumes such duties, in addition to her regular wages.

Seniority continues to accumulate.

**26.02** Where, in the absence of a Registered Nursing Assistant, or Registered Nurse working in the position of Medication Nurse at the facility, a Registered Nurse is required to work both duties, she will receive a responsibility allowance of:

- (a) Effective June 1, 2009 - \$2.00 per hour, for each hour she assumes such duties, in addition to her regular wages.

The foregoing does not apply where the Registered Nurse, in order to complete the duties, works overtime.

**26.03** Nurses who are required to rotate over two (2) or more shifts in a pay period shall be paid a shift premium of forty cents (\$0.40) per hour for all hours worked between 3:00 p.m. of one day and 7:00 a.m. of the next day. Registered Nurses working a preferred shift between 3:00 p.m. of one day and 7:00 a.m. of the next day will not receive the shift premium.

Shift premium will increase to forty-five cents (\$0.45) effective June 1, 2008.

## **ARTICLE 27 - PART-TIME EMPLOYEES - IN LIEU OF BENEFITS**

**27.01** Part-time employees are not eligible to receive certain benefits provided full-time employees. Those benefits include sick leave, weekly indemnity benefit, and other premium based benefits. In lieu of receiving those benefits, part-time employees, upon completion of the probationary period, are paid:

- (a) Seventy-five cents (\$0.75) effective on date of ratification (January 18, 2008).
- (b) Eighty cents (\$0.80) effective on June 1, 2008.
- (c) Eighty-two cents (\$0.82) effective on June 1, 2009.

## **ARTICLE 28 - WAGES AND WAGE PROGRESSION**

**28.01** Wages are paid in accordance with the attached Schedule "A".

**28.02** Employees progress through the wage grid based on seniority except as set out in Article 28.03.

**28.03** The Employer will recognize an employee's previous nursing experience with another Employer for purposes of wage progression.

Such recognition is subject to the following terms and conditions:

- (a) Adjustments will be made when the employee completes the probationary period.
- (b) The previous nursing experience must be relevant, that is, experience gained in a long-term health care or gerontological setting.
- (c) The experience must be recent, that is, gained within the last five (5) years.
- (d) One (1) full year of recent, relevant experience would result in an adjustment of one step on the wage grid.
- (e) Only one adjustment is allowed.
- (f) All of the foregoing describes the rights of the employee. The Employer, in its sole and unfettered discretion, may grant additional recognition.

#### **ARTICLE 29 - EDUCATIONAL LEAVE**

**29.01** If the Employer requires an employee to upgrade her employment qualifications, the employee shall be entitled to time off without loss of seniority or wages for scheduled hours lost, or benefits, to attend such courses, or to write or otherwise complete any formal tests or examinations.

Further the Employer shall pay 100% of the tuition cost of such courses, and such repayment shall be made promptly upon the Employee providing evidence of satisfactory completion of the course.

**29.02** (a) A system of paid educational leave is provided to compensate for incidental non-authorized overtime.

Credits earned prior to the establishment of this Agreement continue.

(b) For an employee who was employed from January 1st to June 30th, then -

- (i) If full-time, they receive a credit of one day;
- (ii) If permanent part-time or part-time, they receive a credit of three-quarters of a day.

Similarly, for an employee who was employed from July 1st to December 31st then -

- (i) If full-time, they receive a credit of one day;
- (ii) If permanent part-time or part-time, they receive a credit of three-quarters of a day.



- (c) Such paid leave is available solely for the purpose of attending educational courses, or conference days.
- (d) Where an employee attends an educational conference on a regularly scheduled day off, paid leave, provided it has already been earned, is granted for that day, and an alternate day off, without pay, would be scheduled at the convenience of the Employer and Nurse.
- (e) Entitlement accumulates, but no benefit is payable if the employee terminates her employment. Any payment is on a straight time per hour, based on the employee's regular salary. Such time off must be requested in advance.
- (f) "Employed", as used in the context of this sub-article, means the employee works at least forty-five (45) days during the qualifying period of January 1st to June 30th, or July 1st to December 31st, as the case may be.

**29.03** Employees will be paid for attendance at all mandatory in-service training.

**29.04 Steelworkers Education Fund**

Effective June 1, 2015, the Employer will contribute two hundred dollars (\$200.00) to the Steelworkers Education Fund, directed to the person and address designated by the Union.

**ARTICLE 30 - RETIREMENT BENEFIT**

**30.01** A group Registered Retirement Savings Plan is established as a retirement benefit.

**30.02** Both full and part-time employees (including both permanent part-time and part-time employees) are eligible to participate upon the completion of six (6) continuous months of employment.

**30.03** Participation is voluntary, at the employee's discretion, and the employee may enter the plan at any time, or suspend their participation, or re-enter at any time, and in each case, enrolment or suspension or re-entry occurs effective the start of the first pay period following the giving of written notice.

**30.04** Employees can choose their level of contribution, provided they contribute a minimum of 1% of earnings, as defined, and provided their contribution does not exceed 4% of earnings, as defined.

**30.05** Earnings are defined as hourly pay, exclusive of any premium, or paid time not worked. For clarity, but without restricting the generality of the foregoing, it is specifically noted that neither vacation pay nor any payment to part-time employees in lieu of being provided benefits would be included.

**30.06** The Employer will contribute an amount equal to that contributed by the employee.

**30.07** Both the Employer and employee contributions immediately become the property of the employee. The employee can have access to the funds at any time, in accordance with the appropriate legislation, but if the employee elects to withdraw funds while still employed, then the Employer will have no obligation to make any matching contributions for the six (6) calendar months following the month in which the withdrawal occurred.

**30.08** Any administrative costs shall be deducted from the individual's funds on deposit.

## **ARTICLE 31 - GENERAL**

- 31.01** The Employer shall remove written warnings from an employee's file after twelve (12) months after the incident provided there are no further disciplinary actions of a similar nature. In the case of suspensions, it shall be removed after eighteen (18) months provided there are no further disciplinary actions of a similar nature. Third party interface shall remain on file permanently.
- 31.02** If the Employer makes an error on an employee's paycheque in excess of fifty dollars (\$50.00) it will be corrected within five (5) business days provided it was brought to the attention of the Employer immediately. Errors less than fifty dollars (\$50.00) shall be corrected on the next paycheque. Missed seniority hours shall be awarded to reflect any adjustments made due to incorrect paycheques.
- 31.03** In all cases where the Employer requests a medical certificate, the Employer shall reimburse the employee for any costs incurred by the employee in complying with this request, unless the request is as a result of attendance abuse in which case the employee shall pay.

The Employer may request the employee to attend a physician of the Employer's choice. This clause shall not apply to third party.

## **ARTICLE 32 - EMPLOYEE ASSISTANCE PROGRAM**

- 32.01** If the Union and the Employer identify an employee who has become addicted to alcohol or drugs, the parties agree to co-operate in assisting the employee to obtain treatment and rehabilitation. Where needed, the Employer will grant a leave of absence where the Union and the Employer mutually agree that the employee has need of such a leave to resolve the addiction.

It is agreed that each case will be handled confidentially. The employee will receive the same consideration as is provided to employees with any other illness.

- 32.02** The Union and the Employer will also work co-operatively to assist employees who may have other difficulties.

Employees who may benefit from such assistance are free to seek assistance through the Employee Assistance Program.

## **ARTICLE 33 - STEELWORKERS HUMANITY FUND**

- 33.01** The Employer agrees to deduct on a weekly basis the amount of \$0.01 cents per hour from the wages of employees in the Bargaining Unit for all hours worked prior to the fifteenth day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

## **ARTICLE 34 - EARLY AND SAFE RETURN-TO-WORK**

- 34.01** It is the desire of the parties to provide fair and consistent practices in the Early and Safe Return-to-Work (ESRTW) of an employee requiring medical accommodation. This approach is jointly

endorsed by the Union and the Employer and it is the parties' intent to create a helpful and supportive environment for the successful return to work of the employee.

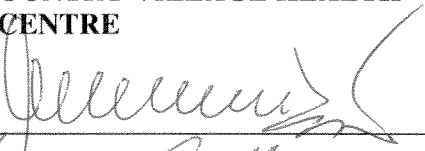

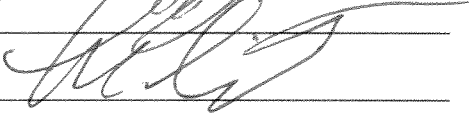
**ARTICLE 35 - RENEWAL, AMENDMENTS AND TERMINATION**

**35.01** This Agreement shall be effective from **June 1st, 2013** and shall continue in effect until **May 31st, 2016** (both dates inclusive), unless either party gives notice to the other not more than ninety (90) days prior to the expiry, or less than thirty (30) days prior to the expiry, of a desire to amend or terminate the Agreement, the Agreement shall continue unchanged for periods of one (1) year.




**35.02** If either party gives notice as set out in the previous sub-article, the parties shall, within fifteen (15) days of receipt of the notice, arrange mutually agreeable meeting dates.

Dated at Woodstock, Ontario, this 25<sup>th</sup> day of September, 2013.

**FOR COUNTRY VILLAGE HEALTH  
CARE CENTRE**

  
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**FOR UNITED STEELWORKERS**

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## SCHEDULE 'A'

### COUNTRY VILLAGE HEALTH CARE CENTRE AND THE UNITED STEELWORKERS

#### WAGE SCHEDULE

#### REGISTERED & GRADUATE NURSES

STEP	Rate June 1/13 0%	June 1/14 1.0%	June 1/15 ½%	April 1/16 1%
Start	\$26.43	\$26.69	\$26.83	\$27.10
1 yr	\$27.46	\$27.73	\$27.87	\$28.15
2 yr	\$28.67	\$28.96	\$29.10	\$29.39
3 yr	\$29.61	\$29.91	\$30.06	\$30.36
4 yr	\$30.88	\$31.19	\$31.34	\$31.66
5 yr	\$32.16	\$32.48	\$32.64	\$32.97
6 yr	\$33.76	\$34.10	\$34.27	\$34.61
7 yr	\$35.28	\$35.63	\$35.81	\$36.17
8 yr	\$37.59	\$37.97	\$38.16	\$38.54
9 yr	\$39.50	\$39.90	\$40.09	\$40.50
<b>Part Time Grid Advancement 1 yr = 1500 Hours</b>				

Part-time nurses shall move through the grid based on one (1) year equals 1500 hours. The wage schedule includes all Pay Equity obligations.

#### ORIENTATION PREMIUM:

When a seniority employee is required, during her regularly scheduled hours, to provide a full shift of orientation training to a new hire, she will receive an Orientation Premium in the amount of fifteen cents (15¢) per hour for each hour of orientation. This premium does not apply to any other compensation or premium pay.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**UNITED STEELWORKERS**

**(REGISTERED AND GRADUATE NURSES)**

**("the Union")**

**AND**

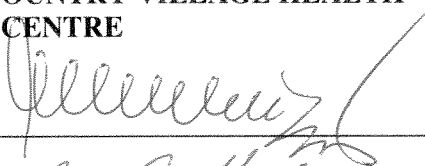
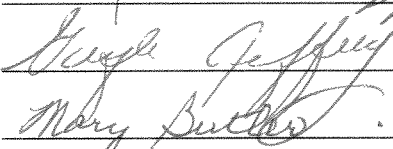

**COUNTRY VILLAGE HEALTH CARE CENTRE**

**("the Employer")**


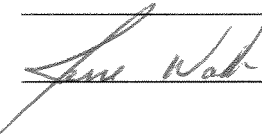
Where possible, the Employer shall post changes in rules and policies affecting the working conditions two (2) weeks in advance of the policy or practice taking effect.

Dated at Woodslee, Ontario, this 20<sup>th</sup> day of September, 2013.

**FOR COUNTRY VILLAGE HEALTH  
CARE CENTRE**

  
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**FOR UNITED STEELWORKERS**

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**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**UNITED STEELWORKERS**

**(REGISTERED AND GRADUATE NURSES)**

**("the Union")**

**AND**

**COUNTRY VILLAGE HEALTH CARE CENTRE**

**("the Employer")**


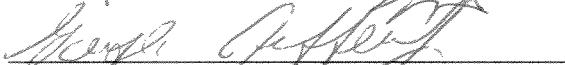
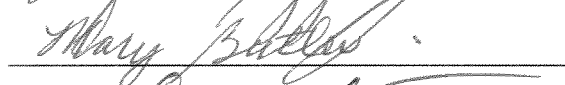
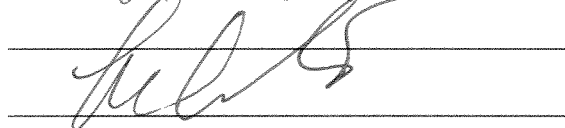
**RECOGNITION OF PREVIOUS EXPERIENCE**

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment and, if she fails to do so, she shall not be entitled to recognition.




This provision shall apply to all current employees at Country Village Health Care Centre.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR COUNTRY VILLAGE HEALTH  
CARE CENTRE**

  
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**FOR UNITED STEELWORKERS**

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**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**UNITED STEELWORKERS**

**(REGISTERED AND GRADUATE NURSES)**

**("the Union")**

**AND**

**COUNTRY VILLAGE HEALTH CARE CENTRE**

**("the Employer")**

An orientation and in-service program will be provided to all employees. These programs shall be reviewed and discussed from time to time through Labour Management.

The following minimums shall be observed in the orientation/familiarization of a newly hired employee.

- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer and the daily routine of employees in the Centre.
- (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
- (c) She shall be an additional employee to the usual staffing pattern.
- (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly-hired employee's personnel file, which will be reviewed with such employee and the employee shall also be able to comment.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR COUNTRY VILLAGE HEALTH CARE CENTRE**

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Steph Jeffrey*  
\_\_\_\_\_  
*Mary Bullock*  
\_\_\_\_\_  
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**FOR UNITED STEELWORKERS**

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**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**UNITED STEELWORKERS**

**(REGISTERED AND GRADUATE NURSES)**

**("the Union")**

**AND**

**COUNTRY VILLAGE HEALTH CARE CENTRE**

**("The employer")**


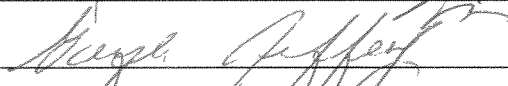

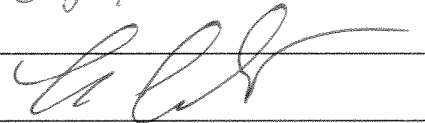
**RE: Eleanor Giles**

It is agreed and understood that Eleanor Giles is a full time employee who works 52.5 hours bi-weekly.


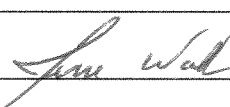
It is further agreed and understood that if or when this position is vacated the position shall revert to a seventy-five (75) hour bi-weekly position.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR COUNTRY VILLAGE HEALTH  
CARE CENTRE**

  
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**FOR UNITED STEELWORKERS**

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**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**UNITED STEELWORKERS**

**("the Union")**

**(REGISTERED AND GRADUATE NURSES)**

**AND**

**COUNTRY VILLAGE HEALTH CARE CENTRE**

**("the Employer")**

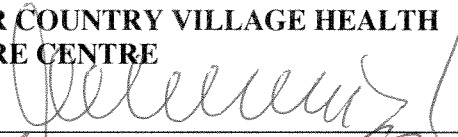


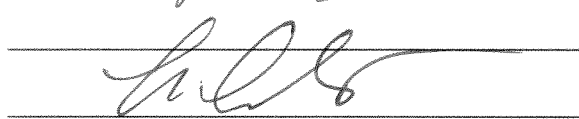
**RE: Performance Evaluations**

The parties agree that when a Registered Nurse is required to complete performance evaluations such duties will be assigned and performed during paid working hours.


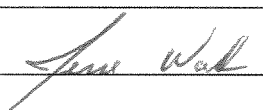
During this time, the employee performing the evaluations will be allotted reasonable time to achieve this task

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR COUNTRY VILLAGE HEALTH  
CARE CENTRE**

  
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**FOR UNITED STEELWORKERS**

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**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**UNITED STEELWORKERS**

**(“the Union”)**

**(REGISTERED AND GRADUATE NURSES)**

**AND**

**COUNTRY VILLAGE HEALTH CARE CENTRE**

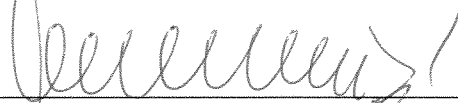


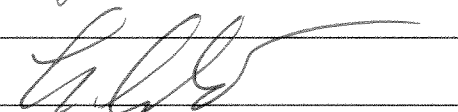
**(“the Employer”)**

**RE: Sick Leave Credits**


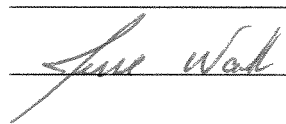
The parties agree that sick leave credits will be tracked on each eligible employee's pay stub. The Employer will endeavour to implement such tracking system on or about ninety (90) days from the date of ratification.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR COUNTRY VILLAGE HEALTH  
CARE CENTRE**

  
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**FOR UNITED STEELWORKERS**

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## PAY EQUITY AGREEMENT

This Pay Equity Agreement applies to all the employees by the Union employed by the Employer.

The parties agree that the classification in the Collective Agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995, which exceeded the Employer's minimum obligations by 2%, carries forward and captures the obligations up to and including the expiry dates of the prior Collective Agreements.

The adjustments in the Memorandum of Settlement dated October 19, 2001 resolve all current outstanding issue of Pay Equity and the obligations under the proxy Pay Equity Plan.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement.

The parties agree that this Agreement satisfies any and all requirements of the Pay Equity Act.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR COUNTRY VILLAGE HEALTH  
CARE CENTRE**

\_\_\_\_\_  
*George Giffney*  
\_\_\_\_\_  
*Mary Butler*  
\_\_\_\_\_  
*[Signature]*  
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**FOR UNITED STEELWORKERS**

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# **UNITED STEELWORKERS**

## **ANTI-HARASSMENT POLICY**

Steelworker members are entitled to a harassment free environment at all Union activities, events and meetings.

There are two principles fundamental to the labour movement: human rights and solidarity. Harassment strikes at the heart of both.

Steelworkers will not tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or which creates an intimidating, hostile or offensive environment. As Steelworkers we must speak out against harassment and stand together to protect human rights.

Harassment is not a joke. It is an expression of perceived power by the harasser over another person, usually for reasons over which the victim has little or no control. Prohibited grounds under Human Rights Codes across Canada can include sex, race, age, marital status, sexual orientation, gender identity, disability, political or religious beliefs, and place of national origin.

**Harassment can be defined as any action (verbal, psychological or physical) on a single or repeated basis which humiliates, insults or degrades and is know or ought reasonably to be known to be unwelcome by the victim of the harassment.**

**Harassment can include but is not limited to: unwanted comments, slurs, racist or sexist jokes, pictures or posters, bullying or intimidation, graffiti, physical contact of any kind, remarks about a person's appearance or personal life, unwelcome sexual advances or demands, suggestive looks or gestures.**

Steelworkers take harassment complaints seriously. Complaints of harassment in the workplace will be investigated.

## LONG TERM CARE HUMAN RESOURCES MANUAL

<b>SECTION:</b>	EMPLOYEE RELATIONS	<b>INDEX: HR-K-50</b>
<b>SUBJECT:</b>	WORKPLACE HARASSMENT	<b>Revised Date: Aug. 2011</b>
<b>APPROVED BY:</b>	<b>Director, Human Resources</b>	

### 1. PURPOSE

1.01 The Employer is committed to providing a supportive caring environment and a hospitable workplace that is free from any kind of harassment by the employer or another employee. This is consistent with the Corporate Mission of providing quality services.

### 2. POLICY

2.01 Harassment will not be tolerated and workplace harassment offenders are subject to progressive discipline, up to and including termination.

### 3. HARASSMENT - Definition

3.01 Harassment as defined by the Human Rights Code is "a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome". Vexatious refers to behaviour which is agitating, disturbing, distressing or irritating.

3.02 Workplace harassment occurs when any Employer employee engages in conduct or comments that are offensive, demeaning or threatening to another person.

3.03 The ways that this can occur include:

- Demeaning or objectionable statements, jokes or comments about race, religion, age, national origin, marital status, sexual orientation, ancestry, colour, handicap or gender.
- Inappropriate posting of racist, derogatory, offensive, pornographic or suggestive pictures or material.
- Repeated sexual remarks that are degrading.
- Unwelcome advances or physical contacts that is unnecessary or suggestive.
- Demands for sexual favours related/unrelated to threats concerning employment.

### 4. PROCEDURE

4.01 An employee who feels that she is being harassed is encouraged to use the following procedure.

4.02 Ask the harasser to stop immediately.

4.03 Document the place, date and time that the incident happened. Note the circumstances of the situation, your response, the names of witnesses and any threats of reprisal.

4.04 Report the problem, and if it continues, any discussion with your Manager, Executive Director and/or Human Resources Representative, will be held in confidence.

4.05 At any time however, you may feel free to discuss the matter in confidence with the Provincial Director or V.P. Operations.

## **5 INVESTIGATION PROCEDURE**

- 5.01** If a complaint is made, management will ensure that an investigation will be conducted promptly.
- 5.02** The investigation procedure is as follows.
- 5.03** Meet with complainant to ascertain her concerns.
- 5.04** Impress upon the complainant that the information provided will be treated in a strict, confidential manner.
- 5.05** Keep records of all meetings and document all contacts associated with each complaint.
- 5.06** Prepare a statement of complaint including all relevant dates, events, names of witnesses and other relevant information.
- 5.07** Meet with the witnesses identified and prepare written statements for their signature (put in writing when memories are fresh, also putting in writing and asking for signatures provokes very careful consideration).
- 5.08** Meet with the person being accused of harassment. Ensure confidentiality.
- 5.09** Review the evidence that has been provided and obtain clarification of information as necessary from interviewees.
- 5.10** At this stage, the investigator may wish to have both the complainant and accused meet with you; this is a judgment call and depends on the circumstances.

## **6. OUTCOME**

All complaints will be responded to with discretion and in timely fashion. No reprisal will result from reports of harassment. If substantiated, consider alternatives to resolve or minimize the problem (if appropriate) - (i.e. change reporting line, work locations, group arrangement, discipline or discharge). Decision will be made based on a collaborative approach with senior management. If the investigation determines harassment has taken place, (on the balance of probabilities) appropriate progressive discipline up to and including termination will be taken.

- 6.01** In Ontario the Human Rights Code prohibits harassment in accommodation and employment because of sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, handicap, age, marital status, family status, receipt of public assistance or record of offenses. It also prohibits unwelcome sexual solicitations or advances made by a person in a position of authority, or a reprisal because an advance has been refused.
- 6.02** In Alberta the Human Rights Act prohibits harassment on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income or family status of that person or any other person.
- 6.03** In Manitoba the Human Rights Code prohibits harassment on the basis of ancestry, including colour and perceived race, nationality or national origin, religion or creed, ethnic background or origin, age, sex, gender-determined characteristics, sexual orientation, marital or family status, source of income, political belief, physical or mental disability.
- 6.04** In British Columbia the Human Rights Code prohibits harassment on the basis of race, colour, ancestry, place of origin, religion, marital status, family status, age, sex, physical or mental disability, sexual orientation, criminal conviction, political belief and lawful source of income.
- 6.05** In Quebec the Human Rights Code prohibits harassment on the basis of race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap.

**SCHEDULE "B"**

**Country Village Health Care Centre  
REQUEST TO CHANGE SHIFTS**

Employees who wish to exchange shifts must complete this form, and submit it to the Supervisor for review, and if appropriate, approval.

The request should be submitted as early as possible, but if it is submitted less than three days prior to the scheduled shift, there may not be time for the Supervisor to consider the request.

Where there has not been a specific agreement as to the shift on which the first employee will work for the second employee, the phrase "at their request" will be used to indicate the shift that would be worked in turn.

Where one employee works for another employee, the first employee assumes an obligation to work in return for the second employee. If the first employee is not reasonably available, further requests may be denied.

The Employer does not assume any obligation for any overtime payment, through the approval of a request to exchange shifts.

The Employer reserves the right to deny requests.

The Supervisor will promptly advise the affected employees whether or not the request is approved.

---

To: \_\_\_\_\_ (Supervisor) \_\_\_\_\_ (Date Submitted)

I, \_\_\_\_\_ (Employee) wish to have \_\_\_\_\_ (Second Employee)

work for me on \_\_\_\_\_ (Shift/Date) In turn I will work their shift.

\_\_\_\_\_ (Shift/Date)

Employee \_\_\_\_\_

Second Employee \_\_\_\_\_

---

This request is approved Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ (Supervisor) \_\_\_\_\_ (Date)

**COUNTRY VILLAGE HEALTH CARE CENTRE**

**REQUEST FOR DAYS OFF**

**RE: ARTICLES 17.02 AND 18.06**

**17.02** Employees may submit a written request to their supervisor at least seventeen (17) days in advance of the date on which the schedule is to be effective. Such request should indicate the special request sought on the upcoming schedule. Employees should recognize that this request for accommodation may reduce the number of shifts available to them, or may result in them being scheduled to work on days they would not otherwise be scheduled. The request will be reviewed and will be accommodated subject to the operations of the facility. Requests will be reviewed on a first-come first-served basis and a response to the request will be given within seven (7) working days.

**18.06**

1. Employees may submit a written request, on the form provided, to their supervisor at least seventeen (17) days prior to the date on which the schedule containing the Statutory Holiday becomes effective.
2. The request will indicate the day in lieu of the Statutory Holiday being requested within the period of ninety (90) days of the holiday.
3. This request cannot be used to extend vacation entitlement.
4. Lieu days cannot be added together for any reason.
5. All requests submitted will be reviewed and accommodated subject to the operations of the facility.
6. Requests will be reviewed on the first-come first-served basis and a response to the request will be provided within five (5) working days.

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

**NAME/SIGNATURE:** \_\_\_\_\_

<b>DAY REQUESTED</b> (Example: Monday, March 30/08)	<b>ALTERNATE DATE REQUESTED</b> (Example: Tuesday, March 30/08)	<b>IN LIEU OF DAY USED AS PER ARTICLE 18.06</b> (Example: Good Friday)

**APPROVED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DENIED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## REQUEST FOR VACATION PAY

Employee: _____	Employee ID: _____
Location: _____	Union: _____

**COMPLETE ONLY IF VACATION PAY IS REQUIRED IN ADVANCE OR  
MUST BE PAID ON A SEPARATE CHEQUE/DEPOSIT**

Please forward to your Payroll Advisor via fax or courier.  
(Follow-up originals must be identified as "**Confirmation**" to avoid duplication)

**Bank balances may be accessed either:** on line via Pay Code 500B  
or on the Biweekly Vacation Bank Report

**Accumulator - 1** Future Dollars Available  
**Accumulator - 2** Future Hours Available

**Accumulator - 3** Current Dollars Available  
**Accumulator - 4** Current Dollars Available

Amount Requested: \$ _____ Specified Dollars	<b>OR</b>	_____ Specified Hours (Paid @ Current Rate)
Payment Due: _____ Pay Period Ending		_____ Pay Rate
Has vacation time associated with this payment been scheduled? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p><b>NOTE: Daily time cards are required for all scheduled vacation hours associated with this request. The amount field on time card is filled with "1" to stop calculation of dollars.</b></p>		
Employee _____		Date _____
Office Manager _____		Date _____
Department Manager _____		Administrator/General Manager _____

OFFICE USE ONLY: 501						
AMT-TC		500B	UBDW	RRSPU	MB03	MB10
CHQ SEQ #	21	500BA	MUDO1	RRSPUR	MB04	MB11
TAX CODE		500F/P/C	MUDELIG	TXRRSP	MB05	MB90
CIT		500MA	PENU	TXBENREV	MB06	MB99
PIT		GLVAC	PENUR		MB07	MBN
CITX			PENMEM	MB01	MB08	MEI
PITX			PERMEM	MB02	MB09	LTDBW (CLAC)

COUNTRY VILLAGE HEALTH CARE CENTRE

**SENIOR PART-TIME  
PREFERENTIAL SCHEDULE CONSIDERATION  
REQUEST FORM**

As a senior part-time employee, I request that preferential consideration in scheduling be considered under Article 17:11 of the Collective Agreement as follows:

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I understand this request is made within classification and, if appropriate, shift subject to my availability and subject to the availability of shifts as per the needs of the facility. I recognize this request may impact on the number of hours that might be available to me and I further acknowledge this request is not to be construed as a guarantee of fixed hours or days of work during a pay period, even if from time to time I am so scheduled.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Classification)

**COUNTRY VILLAGE HEALTH CARE CENTRE**

**CALL-IN PRIORITY**

**(The employee has five (5) days to report the missed call-in)**

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#	Date	Shift	Employee	Category
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was reviewed by the employee and supervisor. It was agreed upon that this individual was missed in proper call-in procedures. Therefore, as per Article 17.09 of the Collective Agreement, the employee will be offered the next same call-in shift that was not offered to this person.

Authorized by: \_\_\_\_\_

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This is to validate that \_\_\_\_\_ was given the shift of

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Date	Shift	Category	=	Hours
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to equal the missed work opportunity.

Verified by: \_\_\_\_\_

**Supervisor/Charge Nurse/Ward Clerk**

COUNTRY VILLAGE HEALTH CARE CENTRE

## Payroll Problem Inquiry

Name: \_\_\_\_\_ Classification: \_\_\_\_\_

Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_ Date: \_\_\_\_\_

- Please attach a copy of your pay stub.
- Please write down the days/hours that you actually worked:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

- Other (Please explain): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Dept. Manager

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Office Manager

Received: \_\_\_\_\_

Corrected: \_\_\_\_\_

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

# VACATION REQUEST

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

APRIL

S	M	T	W	T	F	S

MAY

S	M	T	W	T	F	S

JUNE

S	M	T	W	T	F	S

JULY

S	M	T	W	T	F	S

AUGUST

S	M	T	W	T	F	S

SEPTEMBER

S	M	T	W	T	F	S

OCTOBER

S	M	T	W	T	F	S

NOVEMBER

S	M	T	W	T	F	S

DECEMBER

S	M	T	W	T	F	S

JANUARY

S	M	T	W	T	F	S

FEBRUARY

S	M	T	W	T	F	S

MARCH

S	M	T	W	T	F	S

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## Active Employee Seniority List

### COUNTRY VILLAGE HEALTH CARE CENTRE

Date Printed:  
July 11, 2013

<u>Code</u>	<u>Position</u>	<u>ID</u>	<u>Emp. Name</u>	<u>Group</u>	<u>Sen. Date</u>	<u>Sen. Hrs</u>
<b>Position - 21U7WO</b>						
21U7WO	Registered Nurse	4592	GILES, ELEANOR	HFT	19880607	30,192.50
21U7WO	Registered Nurse	4761	BLAY, REBECCA	HFT	20030911	13,350.00
21U7WO	Registered Nurse	25824	BASILIO, JENALYN	HPT	20030120	6,990.50
21U7WO	Registered Nurse	69858	YOUNG, ANGELINE C.	HFT	20080618	3,775.50
21U7WO	Registered Nurse	5	RUTLEDGE, MARY JANE	HPT	20090529	1,314.50
21U7WO	Registered Nurse	41569	JOHN, LEO	HPT	20050719	1,549.00
21U7WO	Registered Nurse	61	NANTAIS, TIM	HPT	20110812	2,793.25
21U7WO	Registered Nurse	79	RUDOWICA, ELWIRA	HPT	20120401	1,883.25
21U7WO	Registered Nurse	68	ABDI, HIBO	HPT	20120128	1,816.50