

# COLLECTIVE AGREEMENT

Between:



**RIVERSIDE HEALTH CARE SERVICES INC.**

**(Rainycrest Long Term Care Facility)**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65**



11298 (04)

**Term of the Agreement: January 1, 2006 to September 28, 2009**

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# COLLECTIVE AGREEMENT

Between:

**RIVERSIDE HEALTH CARE SERVICES INC.  
(Rainycrest Long Term Care Facility)**

(herein after called the “Employer”)

of the first part

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65**

(herein after called the “Union”)

of the second part

NOW THEREFORE this Agreement witnesseth:

## **ARTICLE 1 - GENERAL PURPOSE**

### **1.01 General Purpose**

The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 Regular Employees**

Regular full-time employees shall mean persons who have satisfactorily served the probationary period and **who** are normally employed in full-time positions of a continuous nature.

## **2.02 Regular Part-Time Employees**

A part-time is an employee in the bargaining unit who makes a commitment to the Employer to be available to be scheduled for work by the Home on a regular predetermined basis and in respect of whom such predetermined scheduling occurs for less than 75 hours per pay period.

## **2.03 Casual Employees**

Casual part-time employees are those employed on an irregular basis and in respect of whom no predetermined scheduling occurs.

## **2.04 Temporary Employee**

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

## **2.05 Gender Clause**

For the purposes of interpretation of this Agreement, wherever the singular or masculine gender is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires.

# **ARTICLE 3 - RECOGNITION**

## **3.01 Bargaining Unit**

- a) The employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Riverside Health Care Facilities Inc., Rainycrest Long Term Care Facility, save and except professional medical staff, R.N.'s, supervisors, persons above the ranks of supervisors, office personnel employed in a confidential capacity, and students employed during the school vacation period.
- b) The Union agrees that the Employer may provide students with an opportunity for work experience provided that they notify the Union as to the number of students and the work which they will perform before such a program is instituted. The Employer will ensure that students will not be used to replace bargaining unit employees at any time.

## **3.02 Management Functions**

The Union recognizes that it is the exclusive function of the Employer to manage, which function without limiting the generality of the foregoing, include the right to determine:



- a) Employment, appointment, complement, organization, assignment, to discipline, dismiss, or suspend for just cause, work methods and procedure, kinds and location of equipment and classification of positions.
- b) Training and development, employee appraisals, governing principals of which are subject to review by the Employer in consultation with the Union.

The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration Procedure.

### **3.03 No other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this agreement.

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

### **3.04 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on **any** jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

## **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

### **4.01 No Strikes or Lockouts**

The Union agrees that it will not cause, direct or consent to any strike **or** other collective action on the part of the employees represented by the Union during the term of this Agreement, and if such action is taken, the Union will instruct the employees to return to work and perform their usual duties and to resort to the Grievance Procedure established within this Agreement, for the settlement of complaints and grievances.

## **ARTICLE 5 - NO DISCRIMINATION**

### **5.01 No Discrimination**

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

The Union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.

## **ARTICLE 6 - CORRESPONDENCE**

### **6.01 Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator (or his designate) of the Employer and the Recording Secretary of the Union and the Rainycrest Unit Chair.

Changes that affect the Bargaining Unit shall be communicated in writing to the Unit Chair at Rainycrest Long Term Care Facility and shall be discussed at Union/Management meetings in accordance with Clause 7.02 of this Agreement.

## **ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS**

### **7.01 Bargaining Committee**

- a) A Union Bargaining Committee will be elected or appointed by the Union and will consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union members on the Committee.
- b) The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Employer.
- c) When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement.

### **7.02 Labour/Management Committee**

The Parties are agreed that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee during the term of this agreement.

The parties agree to form a Labour Management Committee consisting of up to five (5) representatives each. The Committee will meet at the request of either party at mutually agreeable times to discuss matters of mutual concern. Issues to be discussed shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this agreement.

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Time spent by the Union representatives in the Labour/Management meetings during regularly scheduled hours of work shall not lose regular earnings as a result of attendance.

A written agenda will be distributed at least one week before a scheduled meeting. There will be no additions to the agenda. Minutes of the meeting will be kept and posted in the workplace.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

It is understood that joint meetings with other Labour-Management Committees in the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

Where two or more agreements exist between the Employer and CUPE, the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

### **7.03 Grievance Committee**

The Employer will recognize a Grievance Committee composed of the Unit Chair and not more than three (3) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration.

### **7.04 Technical Information**

The employer shall make available to the Union and Shop Steward/Rainycrest, information required by the Union and Shop Steward/Rainycrest regarding job descriptions of positions in the bargaining unit.

### **7.05 Union Stewards**

- (a) The Employer agrees to recognize Union Unit chair\Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Unit chair or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

(c) The Union shall keep the Employer notified in writing of the names of Union Unit Chair\Stewards appointed or selected under this Article as well as the effective date of their respective appointments.

(d) It is agreed that Union Unit chair\stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union Unit chair\steward is required to enter an area within the Employer in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Unit chair\stewards shall again report to his immediate supervisor.

A Union Unit chair\stewards shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

(e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

#### **7.06 Representation**

The Employer shall be notified in writing of the names of the Union Representatives and members of the Union's Committee's. The Employer will, if requested, supply the Union with an organizational chart demonstrating the lines of authority and responsibility within the Home.

#### **7.07 Permission to Leave Work**

In order that the work of the Employer shall not be unreasonably interrupted, the Union acknowledges that a Steward or member of the Committee shall not leave their regular duties without first obtaining permission from their supervisor and on resuming regular duties they will report to their respective supervisors.

### **ARTICLE 8 - UNION MEMBERSHIP REQUIREMENT AND CHECK-OFF' OF UNION DUES**

#### **8.01 All Employees to be Members**

All employees of the Employer, as a condition of employment, shall become and remaining members in good standing of the Union according to the constitution and by-laws of the Union.

#### **8.02 Check-Off Payments**

The Employer will deduct from every employee from the date of hire, any monthly dues levied in accordance with the Union constitution and by-law and owing the employee to the Union.

The total amount of said deductions shall be forwarded to the Treasurer of the Union not later than one (1) month after payroll deduction, accompanied by a list of names and addresses of employees from whom wage deductions have been made.

### **8.03 Dues Receipts**

At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

### **8.04 New Employees**

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

### **8.05 Notification to Union**

The Employer will provide the union with a list, monthly of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Employer's payroll system.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **9.01 Definition of A Grievance**

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

### **9.02 Presence of Union Steward**

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Employer shall notify the employee of this right in advance.

### **9.03 Settling of Grievances**

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

### Step 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to the employee's immediate Supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Employer may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

### Step 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the Administrator. A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties, It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Administrator may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

#### **9.04 Policy Grievances**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

#### **9.05 Group Grievances**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Supervisor or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as begin initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### **9.06 Discharge During Probationary Period**

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

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

#### **9.07 Arbitration**

- a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.
- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

#### **9.08 Agreements Final and Binding**

All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

#### **9.09 Submission to Arbitration**

When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee, Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure.

The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

#### **9.10 Use of Arbitrators Involved in Grievance Process**

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**9.11 Carrying Out Requisite Steps**

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

**9.12 Limitations of Arbitration Board**

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

**9.13 Arbitration Decisions**

The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

**9.14 Arbitration Expenses**

Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.

**9.15 Time Limits**

The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.

**9.16 Single Arbitrator**

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

**ARTICLE 10 – ACCESS TO FILES**

**10.01 Access to Personnel Files**

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file.

**10.02 Clearing of Record**

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one (1) year.



## **ARTICLE 11 - SENIORITY**

### **11.01 Probationary Period**

A new employee will be considered on probation until he has completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to sixty (60) working days. With the written consent of the Employer, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

### **11.02 Definition of Seniority**

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1950 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

A part-time employee, including a casual employee cannot accrue more than one year's seniority in a calendar year

Seniority shall operate on a bargaining unit wide basis.

### **11.03 Seniority Lists**

The Employer shall maintain two Seniority lists - one for full-time and one combined list for regular part-time and casual.

Seniority lists shall be updated twice yearly (February and August) and issued to the Recording Secretary and Shop Stewards immediately. One copy shall be posted on the bulletin board.

Any objection by an employee or the Union to the accuracy of the seniority lists must be made in writing to the Manager, Human Resources within the thirty (30) day period, otherwise the lists will be deemed to be accurate.

### **11.04 Loss of Seniority**

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;

- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- (e) has been laid *off* for forty-eight (48) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

#### 11.05 Effect of Absence

((a), (b) and (c) of the following clause are applicable to full-time employees only)

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During ~~an~~ unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions ~~of~~ the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Employer will continue to pay its share of the premiums ~~up~~ to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).
- (d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits.

Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

### **11.06 Transfer of Seniority and Service**

Effective June 26, 2008 and for employees who transfer subsequent to June 26, 2008:

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans, and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1950 hours worked.

### **11.07 Transferring Through Job Postings**

When an employee transfers through the job posting process from regular full-time service to regular part-time or at his/her request, to casual service, his/her seniority shall carry forth to the regular part-time or casual position and shall continue to accumulate on a hours of work basis.

### **11.08 Transfer and Seniority Outside the Bargaining Unit**

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

### **11.09 Temporary Transfer**

When an employee is temporarily requested to perform the principle duties of a higher paying position he shall receive the higher rate of pay.

When an employee on duty is temporarily assigned to perform the duties of a lower paying position, his rate of pay shall not be reduced.

When an employee accepts an extra shift in a lower paying classification the employee shall be paid the rate of pay for the classification in which they accept the work.

### **11.10 Orientation Program**

Each department will establish an orientation program for new and transferred employees.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

### **12.01 Job Posting**

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

The Employer agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Employer provides the Union notice under Clause 13.01(a) of its intention to eliminate the position.

- (e) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (f) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

In the case of a transfer to a classification in which the successful applicant has never worked before, the successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

### **12.02 Interim Vacancy**

- a) All interim vacancies exceeding two (2) months will be posted prior to hiring employees under Clause 2.04 Temporary Employees.

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- v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Employer bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Employer shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in Clause 13.01 and will meet thereafter as frequently as is necessary.

( Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Employer which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Employer or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Clause 13.04, the Employer will award vacant positions to employees who are, or **would** otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 2.

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An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of ~~fifty-two~~ (52) weeks' salary.

b) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer will offer a voluntary early exit option in accordance with the following conditions:

- i) The Employer will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.
- ii) If insufficient employees in the department affected accept the offer, the Employer will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Employer will make its decision based on seniority.
- iii) In no case will the Employer approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- iv) The number of voluntary early exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

**13.03 Layoff and Recall**

**An** employee in receipt of notice of layoff pursuant to Clause 13.01(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Clause 13.05; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Clause 13.02(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Clause 13.01.

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

For purposes of the operation of Clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Clause 13.01.
- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Clause 13.04, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (i) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.
- (j) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (k) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (l) No new employees shall be hired until all those laid off have been given the opportunity.
- (m) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

### 13.04 **Benefits on Layoff**

(The following clause is applicable to full-time employees only)

In the event of a lay-off of a full-time employee the Employer shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

### 13.05 **Retraining;**

#### (a) **Retraining for Positions within the Employer**

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Employer position identified by the Redeployment Committee in accordance with Clause 13.01(d)(i):

- (i) Opportunities to fill vacant positions identified by the Employer Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Employer in its discretion.
- (ii) The Employer and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Employer Training and Adjustment Panel (HTAP), or any similar plan, to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Employer, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Employer will continue to receive insured benefits.

#### (b) **Placement**

Upon successful completion of his or her training period, the Employer and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in Clause 13.05(a)(i).

**An** employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

### **13.06 Separation Allowances**

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Clause 13.01(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Clause 13.01(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Daily and Weekly Hours of Work**

The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week:

Daily & Weekly Hours of Work for Extended Tours form part of the Letter of Agreement re: Extended Tours attached hereto.

#### Hours of Work

The standard work day for all employees shall be seven and one-half (7½) hours exclusive of one-half (½) hour unpaid meal break. The standard work-week shall be thirty-seven and one-half (37½) hours per week or seventy-five hours per pay period. The meal period shall be an uninterrupted period except in cases of emergency.

### **14.02 Scheduling**

#### Full Time

The schedules of work once posted shall not be changed without the knowledge of the employee.

Requests for time off must be submitted as far in advance as possible to the Manager. Employees shall indicate the date a response is needed.

#### Part time

All regular part-time and casual part-time employees shall not be scheduled or called in-for shifts less than-four (4)hours.

Unavailability for replacement shifts/short-notice call-ins-and requests for time off must be submitted at least four (4) weeks prior to posting of the new schedule.

### Casual Call- Employees

Casual employees must be available to work all shifts and must be available to work at least-forty-eight weeks of the year subject to vacation entitlements and leave provisions. Casual employees shall not work more than seven consecutive shifts. Casual employees who have been called to work and refused-and/or-have been absent for calls for four (4) or more consecutive weeks and who have not had a leave of absence approved will be deemed to have terminated his/her employment.

### Overtime Shifts

Overtime shall be offered to employees within a classification, by seniority, by department.

#### **14.03 Rest Periods**

##### Full-time Employees

The Employer will schedule one fifteen (15) minute rest period for each full scheduled half shift.

##### Part-time Employees

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work.

#### **14.04 Additional Rest Periods**

When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

#### **14.05 Overtime**

All *time* worked in excess of the above hours shall be considered overtime. Overtime shall be paid at the rate of one and one half (1½) times the regular rate of pay except when working overtime on a statutory holiday at which time the rate will be two times (2x) the regular rate of pay.

An employee receiving overtime pay as per the above shall have the option of receiving payment or taking time off in lieu of payment at a time mutually agreeable between the employee and her supervisor.

Overtime shall be offered to employees within a classification by seniority, by Department.

#### **14.06 Overtime Premium and No Pyramiding**

The overtime rate shall be time and one-half (1½) the employee's straight-time hourly rate.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

#### **14.07 Time Off in Lieu of Overtime**

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

#### **14.08 Payment for Working Overtime on a Holiday**

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) his regular straight time hourly rate for such authorized overtime.

#### **14.09 Shift Work**

- (a) Evening Shift shall be defined as those shifts in which the major portion of hours worked occurs between 3:00 p.m. and 11:00 p.m.

Night Shift shall be defined as those shifts in which the major portion of hours worked occurs between 11:00 p.m. and 7:00 a.m.

Day Shift shall be defined as those shifts in which the major portion of hours worked occurs between 7:00 a.m. and 3:00 p.m.

- (b) Where applicable, an employee must remain on duty until his/her replacement reports for duty. This applies to all Departments in the Home. The Administrator or designate will endeavour to get a replacement immediately.

Employees will not be required to remain at work beyond sixteen (16) hours.

#### **14.10 Shift Differential**

Effective on ratification - A shift differential of fifty-five cents (\$0.55) per hour is to be paid for the employees **who** work evening shifts.

Effective on ratification - A shift differential of sixty cents (\$0.60) per hour is to be paid for the employees who work midnight shifts.

#### **14.11 Changes to Posted Shifts**

Employees in the same classification shall be able to exchange shifts with each other only with the consent of the Supervisor concerned. Each employee will be responsible for his/her scheduled shift and shall concur with the Department head as to the name of the employee involved at least one (1) day before the change in posted shift.

No overtime shall be paid as a result of this request.

Such approval and concurrence shall not be unreasonably withheld.

A casual may participate in one (1) shift exchange per calendar month. Entitlement is non-cumulative. Each shift exchange must occur within the same 24 hour period and within the same classification. Such exchange of shifts must not result in the Employer incurring any overtime costs.

Casuals who are scheduled to work a long-term (over twenty [20] shifts) or interim replacement may exchange shifts after completion of twenty (20) shifts.

Each shift exchange must occur within the same twenty-four (24) hour period, and within the same classification, and with the consent of the Supervisor concerned.

The request form is to be completed and approved by the Supervisor prior to the shift exchange.

#### **14.12 Reporting:Pay**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7½) hours per day will receive a pro-rated amount of reporting pay.

#### **14.13 Changes to Daylight Saving Time**

At the time of change from standard to daylight saving time, employees working six and one-half (6½) hours' will be paid six and one-half (6½) hours' pay. Employees reverting from daylight saving time will be paid seven and one-half (7½) hours if they work seven and one-half (7½) hours. If they work eight and one-half (8½) hours, they will be paid on (1) hour overtime at the appropriate rate.

#### **14.14 Call-Back**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1½) their regular hourly earnings. Superior provisions shall remain.

**14.15 Overtime Meal Allowance**

Employees, at work, who are required to work more than four (4) hours of overtime will be provided with a meal ticket.

**ARTICLE 15 – SCHEDULING**

**15.01 Development of Schedules**

The Employer and the Union agree to meet following ratification to develop schedules consistent with adequate resident care that will improve the quality of work life for employees, including regular weekends off. The parties will use outside resources as necessary to assist them in finalizing improved schedules. Subject to ratification by the effected employees, these schedules will be implemented no later than 6 months following ratification.

The following scheduling guidelines will be considered:

- (a) Where possible 2 consecutive days off will be scheduled.
- (b) No less than 14 hours off between the end of one shift & start of another
- (c) No more than six (6) consecutive shifts shall be scheduled.
- (d) No split shifts

The goal is to achieve:

- (a) Full-time employees - one weekend off in three
- (b) Part-time employees one weekend off in four

Existing scheduling language inconsistent with the above guidelines will be amended to support the enhanced schedules.

**ARTICLE 16 - STATUTORY HOLIDAYS**

**16.01 Paid Holidays-- Full Time Only**

- |                         |                  |
|-------------------------|------------------|
| New Year's Day          | Labour Day       |
| Good Friday             | Thanksgiving Day |
| Victoria Day            | Remembrance Day  |
| Canada Day              | Christmas Day    |
| Civic Holiday           | Boxing Day       |
| Three Floating Holidays |                  |

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.



A regular full-time employee who is required to work on any of the holidays listed in Clause 16.01, with the exception of the Floating Holidays, will be paid at the rate of time and one-half (1½) his regular rate of pay for all hours worked on such holiday and shall be granted a day off with pay to be taken at a time mutually agreed upon by the employee and the Employer. Alternatively the employee may request that the lieu day be paid out.

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

#### **16.02 Compensation for Holidays Falling on Scheduled Day Off**

When any of the above noted holidays fall on an employee's scheduled day **off**, the employee shall receive another day off with pay at a time designated by mutual consent.

### **ARTICLE 17 - VACATIONS**

#### **17.01 Length of Vacation**

Employees covered by this Agreement shall be granted vacations with pay as follows:

##### Full-Time Employees

One (1) year of service but less than five (5) years of service -- three (3) weeks.

Five (5) years of service but less than fifteen (15) years of service -- four (4) weeks.

Fifteen (15) years of service but less than twenty (20) years of service -- five (5) weeks.

Twenty (20) years of service but less than twenty-five (25) years of service -- six (6) weeks.

Over twenty-five years of service -- seven (7) weeks.

The years of service will be based on the anniversary date of hire. An employee will not be entitled to any vacation until after one (1) full year of service unless employment is terminated in which case s/he will be entitled to vacation pay based on 5/6 day per month of service or four percent (4%) of gross wages, whichever is greater.

Vacation allotment will be credited to the employee on April 1<sup>st</sup> of each year. This allotment is for hours worked since the previous April 1<sup>st</sup>. Anniversary date will only be used for vacation allotment the first year of hire and on resignation or retirement. The employee will be allotted vacation on April 1st according to years worked since hire; example - hired October 1<sup>st</sup>, vacation accrued from October 1<sup>st</sup> to March 31<sup>st</sup>.

In addition to the vacations shown above an employee with twenty-six (26) years of service will receive one (1) day of vacation for each year of service beyond twenty-six (26) years, to a maximum of five (5) days. (Effective April 1, 2004.)

### Part-time and Casual Employees

Employees with less than 1950 hours of work will receive annual vacation with pay at the rate of four percent (**4%**) of gross earnings.

Employees with over 1950 hours of work but less than 9,750 shall receive annual vacation pay at the rate of six percent (**6%**) of gross earnings.

Employees with over 9,750 hours of work but less than 29,250 shall receive annual vacation pay at the rate of eight percent (8%) of gross earnings..

Employees with over 29,250 hours of work but less than 39,000 shall receive annual vacation pay at a rate of ten percent (10%) of gross earnings.

Employees with over 39,000 hours of work but less than 48,750 shall receive annual vacation pay at a rate of twelve percent (12%) of gross earnings.

Employees with over 48,750 shall receive annual vacation pay at a rate of fourteen percent (14%) of gross earnings.

In addition to the vacations shown above an employee with 50,700 hours of service will receive point four percent (0.4%) for each 1,950 hours of service beyond 50,700 to a maximum of two percent (2%).

The regular part-time employees shall have the option of taking the earned vacation pay annually or incorporated into the regular bi-weekly earnings.

Part-time employees shall be entitled to equivalent time off.

Vacation pay shall be paid to casual employees on every pay cheque.

### **17.02** Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

### **17.03** Accumulation of Vacation

No vacation days may be accumulated for more than one year without the written permission of the Administrator or his designate.

### **17.04** Preference in Vacations

Summer (June to September) vacation request forms shall be posted by January 15<sup>th</sup> and employees may request in writing their preference of vacation until March 31<sup>st</sup>.

Written vacation requests made prior to March 31<sup>st</sup> on the vacation request form shall be granted by seniority within each work unit or department subject to the availability of qualified replacement staff.

Vacation schedules shall be posted on the bulletin board by May 1<sup>st</sup> of each year.

Written vacation requests made after May 1<sup>st</sup> shall be granted on a first come first served basis.

Written vacation requests for the March break must be received by the Manager no later than February 1<sup>st</sup> and for the Christmas break no later than November 15<sup>th</sup>. Vacations for these two special breaks will be granted by seniority subject to the availability of qualified replacement staff.

**An** employee may cancel her/his vacation provided she/he notifies the Employer no later than one (1) month prior to her/his scheduled vacation.

Vacation requests made outside the process will be made at least two weeks in advance of the date requested. The employee shall be notified within three working days if vacation is granted. Such request will not be unreasonably denied subject to operational requirements.

Vacation cannot be taken in blocks of less than one (1) full shift increments.

#### **17.05 Vacation Pay**

Vacation pay, less normal deductions, for the actual amount of vacation being taken, will be paid on the pay day immediately prior to commencement of vacation, if requested with three (3) weeks notice to the Employer.

#### **17.06 Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual consent or at the discretion of the Administrator or his designate if no agreement is reached. Such request will not be unreasonably withheld. To qualify for sick leave, a written notice from the physician is required.

### **ARTICLE 18 - SICK LEAVE PROVISIONS**

#### **18.01 HOODIP**

[The following clause is applicable to full-time employees only]

- a) The Employer will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Employers of Ontario Disability Income Plan Brochure.

The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Employers shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except **as** to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
  - (i) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
  - (ii) If an employee is laid off, retires, resigns, or dies before retirement and has completed at least five (5) years of continuous service at the date **of** layoff, retirement, resignation or death, he or his beneficiary shall be entitled to fifty percent (50%) of accumulated sick leave on record to his credit as of such date to a maximum of six (6) months.
  - (iii) **An** employee who is discharged for just cause is not entitled to such severance pay allowance.
  - (iv) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
  - (v) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board **as** compensable within the meaning **of** the Workplace Safety & Insurance Act, the Employer, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Employer, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- e) The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Clause 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- h) The Employer shall pay the full cost of any medical certificate required of an employee.
- i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this agreement.

Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness or accident rendering him or her unable to perform his regular duties as an employee and not compensable under the Workers' Compensation Act.

### **18.02 Injury Pay**

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

### **18.03 Final Determination of WSIB Claim**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01 Bereavement Leave**

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. **An** employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt or uncle, niece or nephew. The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

### **19.02 Compassionate Care Leave**

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the Employment Standards Act, 2000.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums.

### **19.03 Medical Care and Emergency Leave**

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or her Employer that he or she will be doing so. **If** the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

**An** employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Employer may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, **if** it still exists, or to a comparable position, if it does not.

#### **19.04 Pregnancy Leave**

##### Full-Time Employees

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (**SUB**) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (**93%**) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the employee ninety-three percent (**93%**) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### Part Time Employees

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.



- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (**SUB**) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the employee ninety-three percent (**93%**) of her normal weekly earnings during the first two (**2**) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## 19.05 Parental Leave

### Full Time Employees

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Employer shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.

- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

Part-Time Employees

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) **An** employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing the Employer shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Employer will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Employer will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### **19.06 Jury and Witness Duty**

##### Full Time Employees

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

### Part Time Employees

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a **court** proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with **the** Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

### 19.07 General Leave

**An** employee shall be entitled to leave of absence without pay and without loss of seniority when he requests such leave for good and sufficient cause. Such request shall be in writing and may be approved by the Employer. Such request shall not be unreasonably withheld. Seniority will not accumulate while on a leave of absence without pay.

### 19.08 Leave of Absence for Full-time Union or Public Duties

The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer, unless not reasonably possible to give such notice.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

In addition to the above, a part-time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Employer of the number of such hours.

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence up to six (6) weeks' duration, with loss of salary but without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.

An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his term of office.

## **19.09 Full-Time Position with the Union**

### Full Time Employees

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

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

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

Notwithstanding Clause 2.04, the Employer may fill the vacancy resulting from such leave on a temporary basis.

### Part Time Employees

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave.

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

Notwithstanding Clause 2.04, the Employer may fill the vacancy resulting from such leave on a temporary basis.

#### **19.10 Education Leave**

If required by the Employer, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade his or her employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Whenever the Employer requires employees to attend mandatory training courses, seminars and workshops, the employee will be paid her/his regular wages for that day(s). The Employer shall pay for the full costs of the course including travel and accommodation.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Employer.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Employer.

#### **19.11 Pre-Paid Leave Plan**

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties, The year for purposes of the program shall be September 1<sup>st</sup> of one year to **August 31<sup>st</sup>** the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Employer.
- (d) Where there are more applications than spaces allotted, seniority shall govern.

- (e) During the four **(4)** years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four **(4)** years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Employers of Ontario Pension Plan will be in accordance with the Plan.

The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three **(3)** months notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.



The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

### **20.01 Wage Schedule**

The Employer agrees that the Wage Schedule attached hereto shall form part of this Agreement.

All employees covered by this Agreement shall be paid by the hourly rate.

## **ARTICLE 21 - UNIFORM AND CLOTHING ALLOWANCE**

### **21.01 Allowance for Clothing (Effective on ratification)**

The Employer shall provide an annual clothing allowance of one hundred and seventy-five dollars (\$175.00).

Such clothing allowance shall be issued in the last pay period of December of each year.

Regular part-time employees shall receive a pro-rated amount, calculated from their hours of work and casual employees will also be pro-rated but only after 975 hours of work in each year.

Dress code shall be according to Employer's written policies.

## **ARTICLE 22 - EMPLOYEE BENEFITS**

### **22.01 Pension**

#### **Full Time Employees**

All present employees enrolled in the Employer's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions.

### **22.02 Health and Welfare Benefits**

#### **Part Time Employees**

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

## Full Time Employees

The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements.

- (a) The Employer agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Employer agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Subject to superior conditions services of a chiropractor will be covered up to an annual maximum of \$300; and, subject to superior conditions, services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.

Vision care maximum \$200.00 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months.

- (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

Dental recall, including preventative services, every 9 months.

The Employer also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.

The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

- (e) The Employer will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- (f) A copy of **all** current master policies of the benefits referred to in this Article shall be provided to the Union.
- (g) It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Employer shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

## **ARTICLE 23 - JOB SECURITY**

### **23.01 Restriction on Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company or non-unit employee.

In situations of Minor or Major Capital renovations to the Home or situations requiring services for which existing staff are not qualified to perform, no such employee will be laid off or have his employment terminated by reason of such subcontracting or contracting out.

### **23.02 Health and Safety Act**

The Union and Employer agree to abide by provisions of the Occupational Health and Safety Act.

### **23.03 Volunteers**

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of January 1<sup>st</sup>, 2008.

The Employer shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked and the duties performed.

### **23.04 Professional Responsibility – Scope of RPN Practice**

The Employer and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

### **23.05 Work-Loads**

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns to either the Joint Health and ~~Safety~~ Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Clause **6.02**) through their union representative in a format to be determined by the respective committee.
- (c) In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and to the Union. The Work-Load Review Form will be attached as an Appendix to the collective agreement.

## **ARTICLE 24 –JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01 Job Classification**

When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of her position, the Employer may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

#### **24.02 Union Copy of Job Descriptions**

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to Clause 25.02 above.

#### **24.03 Changes in Classification**

When the duties or volume of work in any classification are increased or when any position not covered by Appendix "A" is established during the life of the Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay for the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

#### **24.04 Promotion to a Higher Classification**

**An** employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

### **ARTICLE 25 - MODIFIED WORK**

#### **25.01 Modified Work Assignment**

The parties agree to meet within two (2) months of ratification to develop a policy and procedure regarding modified and transitional work programs, for work related and non-work related injury and illness, Such policy and procedures shall conform to applicable legislation and regulations and will be implemented by the expiry date of the Collective Agreement.

### **ARTICLE 26 - TERM OF AGREEMENT**

#### **26.01 Duration**

This Agreement shall be in effect from January 1, 2006 to September 28, 2009 and shall continue automatically from year to year thereafter unless either party notifies the other party within the period of ninety (90) days prior to the termination date, that it desires to amend or terminate this Agreement.

26.02 Retroactivity

Wages shall be retroactive according to the Memorandum of Settlement dated June 26, 2008.

**IN WITNESS WHEREOF** the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

SIGNED THIS 25 day of June, 2008

**RIVERSIDE HEALTH CARE SERVICES INC.  
INC. - RAINYCREST LONG TERM CARE  
FACILITY**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65**

Eric Bodnar  
Jamie Ball  
Helen Mee  
Shatter Hudson  
Alvin [Signature]  
[Signature]

Jane Hays  
Lyndee Bell  
Susana Deahey  
Souli Caldwell  
Guanta Noble  
Gerry Hava

/lc  
cope491

**SCHEDULE "A"**

**HOURLY WAGE SCHEDULE AND JOB CLASSIFICATIONS**

<b>DEPARTMENT</b>		<b>Start</b>	<b>Step 1 (after 1 year)</b>	<b>Step 2 (after 2 years)</b>
<b>NURSING</b>				
Registered Practical Nurse	January 1, 2006 – 2.25	19.86	20.88	21.90
	September 29, 2006 – 2.25	20.31	21.35	22.39
	September 29, 2007 – 2.25	20.77	21.83	22.89
	September 29, 2008 – 2.25	21.24	22.32	23.41
	April 1, 2009 - 2.25	21.72	22.82	23.94
Health Care Attendant	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	17.16	18.18	19.20
	September 29, 2007 – 2.25	17.55	18.59	19.63
	September 29, 2008 – 2.25	17.94	19.01	20.07
Ward Clerk	September 29, 2008	16.76	17.83	18.91

<b>ENVIRONMENTAL SERVICES</b>		<b>Start</b>	<b>Step 1 (after 1 year)</b>	<b>Step 2 (after 2 years)</b>
Maintenance I	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	17.68	18.70	19.72
	September 29, 2007 – 2.25	18.08	19.12	20.16
	September 29, 2008 – 2.25	18.49	19.55	20.61
Cleaners	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	16.03	17.06	18.08
	September 29, 2007 – 2.25	16.39	17.44	18.49
	September 29, 2008 – 2.25	16.76	17.83	18.91
Lead Laundry	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	16.03	17.06	18.08
	September 29, 2007 – 2.25	16.39	17.44	18.49
	September 29, 2008 – 2.25	16.76	17.83	18.91
Summer Grounds Keeper	August, 2008	12.15	--	--
	September 29, 2008	12.45	--	--

<b>FOOD SERVICES</b>		<b>Start</b>	<b>Step 1 (after 1 year)</b>	<b>Step 2 (after 2 years)</b>
Cooks	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	17.16	18.18	19.20
	September 29, 2007 – 2.25	17.55	18.59	19.63
	September 29, 2008 – 2.25	17.94	19.01	20.07
Food Service Aid	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	16.03	17.06	18.08
	September 29, 2007 – 2.25	16.39	17.44	18.49
	September 29, 2008 – 2.25	16.76	17.83	18.91

**SCHEDULE "A"**

**HOURLY WAGE SCHEDULE AND JOB CLASSIFICATIONS**

<b>PROGRAMS</b>		<b>Start</b>	<b>Step 1 (after 1 year)</b>	<b>Step 2 (after 2 years)</b>
Adjuvant	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	19.46	20.48	21.50
	September 29, 2007 – 2.25	19.90	20.94	21.98
	September 29, 2008 – 2.25	20.35	21.41	22.47
Activity Assistants	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	15.82	16.84	17.86
	September 29, 2007 – 2.25	16.18	17.22	18.26
	September 29, 2008 – 2.25	16.54	17.61	18.67
<b>Hairdresser</b>				

<b>ADMINISTRATION</b>		<b>Start</b>	<b>Step 1 (after 1 year)</b>	<b>Step 2 (after 2 years)</b>
Clerk Receptionist	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	16.03	17.06	18.08
	September 29, 2007 – 2.25	16.39	17.44	18.49
	September 29, 2008 – 2.25	16.76	17.83	18.91
Handi Van Driver/Stores	January 1, 2006 – 2.25	One time lump sum payment		
	September 29, 2006 – 2.25	18.29	19.32	20.34
	September 29, 2007 – 2.25	18.70	19.75	20.80
	September 29, 2008 – 2.25	19.12	20.19	21.27



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**RIVERSIDE HEALTH CARE SERVICES INC.  
(RAINYCREST LONG TERM CARE FACILITY)**

– and –

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65**

**RE: EXTENDED HOURS – Registered Practical Nurses**

The parties agree that the provisions of the Collective Agreement shall apply to those Registered Practical nurses (RPNs) working extended hours, except as amended or modified by this letter, which shall be attached to and form part of the Collective Agreement.

1. Objective

To establish extended hours for the Registered Practical Nurses.

2. Introduction and Discontinuation of Extended Hours

(a) Extended hours shall be introduced into the unit when:

- (i) seventy-five(75%) of the members of that unit so indicate by secret ballot; and
- (ii) the Employer agrees to implement extended hours, such agreement shall not be withheld in an unreasonable or arbitrary manner; and
- (iii) a mutually agreed upon schedule has been developed.

(b) Extended hours may be discontinued in any unit when:

- (i) fifty percent (50%) of the staff in the unit so indicate by secret ballot; or
- (ii) the Employer, because of
  - (1) adverse affect on Residents' care, or
  - (2) inability to provide a workable staffing schedule, or
  - (3) a wish to do so for other reasons which are neither unreasonable nor arbitration, states its intention to discontinue extended hours.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above:
  - (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - (ii) where it is determined that extended hours will be discontinued, affected staff shall be given forty-five (45) days notice before the schedules are amended. The shift schedule that is returned to shall be the one in place immediately prior to the implementation of the extended hours or an amended schedule agreed to by the parties.

3. Trial Period

The parties agree that a trial period for extended hours will be no longer than **six (6)** months. During or before the end of the trial period, the schedule and the system will be evaluated by administration and Registered Practical Nurses. Extended hours will be continued if fifty percent (50%) of the staff affected so indicate by secret ballot cast at the end of the trial period, and upon agreement of the Employer; such agreement shall not be withheld in an unreasonable or arbitrary manner.

4. Participation

All full-time and part-time staff falling within the classification identified, Registered Practical Nurse, will, as a condition of employment, be required to work extended hours on a rotating basis in accordance with the unit's posted schedule.

5. Hours of Work

- (a) Normal hours on extended hours will be:

Registered Practical nurses ~ 07:00 to 19:00, and 19:00 to 07:00

Should an eight (8) hour shift be required for the RPNs, the normal hours will be: 07:00 – 15:00; or 15:00 – 23:00; or 23:00 – 07:00.

- (b) Hours of work will be averaged over a six (6) week schedule. The normal daily shift shall be twelve (12) consecutive hours in any twenty-four (24) hour period, inclusive of one forty five (45) minute unpaid meal break.

6. Meal and Rest Periods

Normally the meal and rest periods will be scheduled as follows, a forty five (45) minute paid and a forty five (45) minute unpaid.

7. Scheduling

The following regulations shall govern the scheduling of work for the classification working the extended hours:

- (a) **Staff** will not be required to work more than three (3) consecutive twelve (12) hour shifts; if a staff member works on four (4) or more consecutive twelve (12) hour shifts (or four (4) or more consecutive extended and regular shifts combined), she shall receive one and one-half (1½) times her straight time hourly rate for all regular hours worked until a day off is provided.
- (b) The Employer will endeavour to provide that a full-time RPN who normally rotates shall be scheduled to work at least fifty percent (50%) of her/his work shifts on the day shift, averaged over the master rotation.
- (c) All other scheduling regulations which apply to these classifications, as contained in the Collective Agreement.
- (d) The schedules of work will be reviewed semi-annually and may be altered with the agreement of both parties at the time of the review..

8. Lieu days for paid holidays will be seven and one half (7½) hours.

9. Vacation credits shall be converted to hours on the basis of one (1) day equals seven and one-half (7½) hours. For purposes of part-time staff within these classifications, vacation credits shall be accumulated on a pro-rated basis.

10. Shift Premium

- (a) Registered Practical Nurse – shift premium shall be paid in the following manner:  
07:00 – 15:00 no shift premium  
15:00 – 23:00 **fifty** (50) cents per hour  
23:00 – 07:00 fifty-five (55) cents per hour

11. Statutory Holiday

For the purpose of determining pay for working on a statutory holiday, all hours worked between 23:20 hours the day preceding the statutory holiday and 23:00 hours the day of the statutory holiday shall be paid for at a premium rate as per Clause 16.01.

12. Casual Employees

- (a) Casual employees required to work more than three (3) consecutive twelve (12) hour shifts shall receive payment at one and one-half (1½) times their straight time hourly rate for all regular hours worked until a day off is provided.

- (b) A casual refusing to work any shift after three (3) consecutive twelve (12) hour shifts shall not be recorded as having refused to work.

DATED this 25 day of June, 2009

RIVERSIDE HEALTH CARE SERVICES INC.  
INC. - RAINYCREST LONG TERM CARE  
FACILITY

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65

*Erin Lodner*  
*Tammy Ball*  
*Karen Gier*  
*Debbie Anderson*  
*D. M. ...*  
*A. C. ...*

*Jane Hayes*  
*Debbie Bell*  
*Susanah Leahy*  
*Joceli Caldwell*  
*Juanita Robe*  
*Jerry Kava*

**LETTER OF                    IA**

**BETWEEN:**

**RIVERSIDE HEALTH CARE SERVICES INC.  
(RAINYCREST LONG TERM CARE FACILITY)**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65**

**RE:    Influenza Vaccination**

The parties agree to the following Letter of Understanding with respect to Influenza Vaccinations:

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

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

(f) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

SIGNED THIS 25 DAY OF June, 2009

RIVERSIDE HEALTH CARE SERVICES INC.  
INC. - RAINYCREST LONG TERM CARE  
FACILITY

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65

*[Signature]*  
\_\_\_\_\_  
Jamin Ball  
\_\_\_\_\_  
Deborah Hudson  
\_\_\_\_\_  
Karen Chen  
\_\_\_\_\_  
Shirley  
A. Co.  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
Leslee Bell  
\_\_\_\_\_  
Jussana Deakney  
\_\_\_\_\_  
Louise Caldwell  
\_\_\_\_\_  
Juanita Noble  
\_\_\_\_\_  
Joey Hank  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**RIVERSIDE HEALTH CARE SERVICES INC.  
(RAINYCREST LONG TERM CARE FACILITY)**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65**

**RE: Local Health Integration Networks**

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Fiscal Advisory Committee.

The Union will be provided with any pertinent financial and staffing information.

SIGNED THIS 25<sup>th</sup> DAY OF June, 2009

**RIVERSIDE HEALTH CARE SERVICES INC.  
INC. - RAINYCREST LONG TERM CARE  
FACILITY**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65**

*Godwin*  
\_\_\_\_\_  
*Jamie Ball*  
\_\_\_\_\_  
*Karen Green*  
\_\_\_\_\_  
*Heather Madson*  
\_\_\_\_\_  
*Shirley*  
\_\_\_\_\_  
*A. C.*  
\_\_\_\_\_

*Jane Wayer*  
\_\_\_\_\_  
*Jessie Bell*  
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*Susana O'Leary*  
\_\_\_\_\_  
*Louise Caldwell*  
\_\_\_\_\_  
*Guaruta Noble*  
\_\_\_\_\_  
*Ferty Kawa*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**RIVERSIDE HEALTH CARE SERVICES INC.  
(RAINYCREST LONG TERM CARE FACILITY)**

**-- and --**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65**

**RE: Voluntary Part-Time Benefits**

If the local parties agree, the Employer will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Clause 22.03. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

SIGNED THIS 25 DAY OF June, 2009

**RIVERSIDE HEALTH CARE SERVICES INC.  
INC. - RAINYCREST LONG TERM CARE  
FACILITY**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65**

Godnet  
Dannie Ball  
Karen Green  
Heather Hudson  
D. [unclear]  
A. [unclear]

Jane Hayden  
Leslie Bell  
Susana Pearey  
Lois Caldwell  
Guarato, noble  
Jerry Rowe



LETTER OF UNDERSTANDING

BETWEEN:

RIVERSIDE HEALTH CARE SERVICES INC.  
(RAINYCREST LONG TERM CARE FACILITY)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65

RE: Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or Employers' rights under the collective agreement or the Labour Relations Act, the parties agree that non-unionized employees who are affected (via relocation/transfer\*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Employer. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return or Transfer

Employees who are relocated/transferred\* to another employer by the Employer will retain their seniority and service at their original Employer for a 24-month period.

Without prejudice to the Union's or Employers' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred\* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer\*, at their originating Employer for that 24 month period.

If they are the successful applicant, they will return to the employ of the Employer with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred\* to another employer.

\*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

SIGNED THIS 25 DAY OF June, 2008

RIVERSIDE HEALTH CARE SERVICES INC.  
INC. - RAINYCREST LONG TERM CARE  
FACILITY

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65

*[Handwritten signatures: Rodney, Laurie Ball, Karen Green, Heather Hudson]*

*[Handwritten signatures: Jane Hays, Anne Bell, Susana Deahey, Louli Caldwell, Jacquita Noble, Jerry Law]*

## WORK-LOAD REVIEW FORM

Section 1.02 Employees to complete every section

Date/Time of Occurrence \_\_\_\_\_

Date Form Submitted to Employer \_\_\_\_\_

Site/Location \_\_\_\_\_

Department/Unit \_\_\_\_\_

Type of Work Being Performed \_\_\_\_\_

Number of Staff on Duty \_\_\_\_\_ Usual Number of Staff on **Duty** \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To correct this problem, I/we recommend: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name/Title of Immediate Supervisor Notified \_\_\_\_\_

Date/Time of Notification \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**WOW-LOAD REVIEW FORM**

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

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

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