COLLECTIVE AGREEMENT

Between
CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED, HARRISTON REGISTERED AND GRADUATE NURSES

and
LOCAL 304, CLAC

DURATION: July 1, 2014 – June 30, 2016
myCLAC is your gateway to important information about your workplace, collective agreement, and more.

Sign up at clac.ca/myCLAC to

• update your contact information and preferences,
• find out who your stewards and representatives are,
• read your collective agreement,
• access training calendars and sign up for upcoming courses,
• learn about member-only discounts, awards, and scholarships,
• apply for construction jobs, and
• access your retirement and benefit information.

Questions?
Call the nearest CLAC member centre, or visit us at clac.ca to learn more.
COLLECTIVE AGREEMENT

Between
CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED, HARRISTON REGISTERED AND GRADUATE NURSES
(hereinafter referred to as "the Employer")

and
HEALTHCARE AND SERVICE WORKERS UNION LOCAL 304, affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA (hereinafter referred to as "the Union")

DURATION: July 1, 2014 – June 30, 2016
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Purpose</td>
<td>1</td>
</tr>
<tr>
<td>Article 2</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>Article 3</td>
<td>Union Representation</td>
<td>4</td>
</tr>
<tr>
<td>Article 4</td>
<td>No Strikes Or Lockouts</td>
<td>5</td>
</tr>
<tr>
<td>Article 5</td>
<td>Union Membership And Checkoff</td>
<td>5</td>
</tr>
<tr>
<td>Article 6</td>
<td>Probationary Period</td>
<td>6</td>
</tr>
<tr>
<td>Article 7</td>
<td>Job Classification And Rates Of Pay</td>
<td>8</td>
</tr>
<tr>
<td>Article 8</td>
<td>Hours Of Work And Overtime</td>
<td>9</td>
</tr>
<tr>
<td>Article 9</td>
<td>Work Schedules And Call-Ins</td>
<td>10</td>
</tr>
<tr>
<td>Article 10</td>
<td>Job Posting, Hiring And Transfers</td>
<td>15</td>
</tr>
<tr>
<td>Article 11</td>
<td>Vacation And Vacation Pay</td>
<td>18</td>
</tr>
<tr>
<td>Article 12</td>
<td>Holidays</td>
<td>20</td>
</tr>
<tr>
<td>Article 13</td>
<td>Seniority</td>
<td>22</td>
</tr>
<tr>
<td>Article 14</td>
<td>Employee Transfers</td>
<td>25</td>
</tr>
<tr>
<td>Article 15</td>
<td>Insurance</td>
<td>25</td>
</tr>
<tr>
<td>Article 16</td>
<td>Sick Leave (Full-Time Employees Only)</td>
<td>28</td>
</tr>
<tr>
<td>Article 17</td>
<td>Absence From Work And Reporting</td>
<td>29</td>
</tr>
<tr>
<td>Article 18</td>
<td>LOAs, Training Programmes And Bereavement</td>
<td>31</td>
</tr>
<tr>
<td>Article 19</td>
<td>Workplace Safety And Insurance Board (WSIB)</td>
<td>35</td>
</tr>
<tr>
<td>Article 20</td>
<td>Uniforms Allowance (Full-Time Employees Only)</td>
<td>37</td>
</tr>
<tr>
<td>Article 21</td>
<td>Jury Duty, Transportation And Education &amp; Assistance</td>
<td>38</td>
</tr>
<tr>
<td>Article 22</td>
<td>Discharge, Suspension And Warning</td>
<td>39</td>
</tr>
<tr>
<td>Article 23</td>
<td>Grievance And Arbitration Procedure</td>
<td>40</td>
</tr>
<tr>
<td>Article 24</td>
<td>Pension Plan</td>
<td>44</td>
</tr>
<tr>
<td>Article 25</td>
<td>Duration And Retroactivity</td>
<td>45</td>
</tr>
<tr>
<td>Schedule “A”</td>
<td></td>
<td>48</td>
</tr>
<tr>
<td>Letter Of Understanding #1</td>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>
ARTICLE 1 - PURPOSE

1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union, and the employees which is in every respect conducive to their mutual well-being. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.

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

ARTICLE 2 - RECOGNITION

2.01 This Agreement covers all Registered and Graduate Nurses of Caressant Care Nursing and Retirement Homes Limited in Harriston, Ontario, save and except the Resident Care Co-ordinator and persons above the rank of Resident Care Co-ordinator.

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

2.03 Non-bargaining unit employees shall not perform work normally performed by bargaining unit employees except in cases of emergency or for the purpose of instruction or training.

2.04 The Employer agrees that during the term of this Collective Agreement there shall not be any contracting out of any work currently being performed by members of the bargaining
units, if as a result of such contracting out a layoff of any employees, other than casual, part-time employees, results from such contracting out.

2.05 It is the exclusive right and function of the Employer, except as modified by the terms of this Agreement, to manage and control the business in every respect and to control and direct the working force.

2.06 Without restricting the generality of the foregoing, it is the exclusive function and right of the Employer to:

a. maintain order, discipline and efficiency;

b. hire, classify, direct, approve, promote, demote, transfer, layoff and retire employees;

c. discharge, suspend, or otherwise discipline employees for just cause;

d. determine the work to be done, the location, methods and schedules for the performance of such work;

e. determine the number of employees required and the duties to be performed by each from time to time;

f. make and alter from time to time reasonable rules and regulations to be observed by the employees, provided such rules and regulations are posted. The Union and each new employee shall be given a complete set of rules and regulations under which the Home operates.

g. Management has the right to hire relief as required.

2.07 Management shall exercise its rights in a manner not inconsistent with the terms and provisions of this Agreement.
2.08 The Employer recognizes the following categories of nurses:

   a. A full-time nurse is defined as a nurse who is regularly scheduled to work more than twenty-four (24) hours per week.

   b. A part-time nurse is defined as a nurse who is regularly scheduled to work twenty-four (24) hours or less, per week. If a part-time nurse works more than twenty-four (24) hours per week due to vacations, leave of absences or illness, she shall remain classified as a part-time nurse.

2.09 A registered nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act. The Home will not be obligated to schedule past mid-March any Registered Nurse who does not provide proof of License renewal.

   A registered nurse is required to present to the Director of Nursing by the 15th of February of each year her current certificate of competence.

2.10 A graduate nurse is defined as a nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario, and is either in the process of being registered by the College of Nurses of Ontario, or is completing registration requirements, for whatever reason. This registration is to be completed within twelve (12) months of the date of hire. Failure to obtain registration within the time limits may result in dismissal without recourse to the grievance procedure.
ARTICLE 3 - UNION REPRESENTATION

3.01

a. The Employer shall recognize one (1) Registered Nurse as a steward to represent employees for the purpose of processing grievances.

b. CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to enforce all rights of the employees under this Agreement and under the law.

3.02 One (1) steward at a time shall be granted time off without loss of wages to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours and where the consent of his/her supervisor has first been obtained. Such consent shall not be unreasonably withheld. Only such time as is reasonably necessary to assist the employee in the presentation of the grievance shall be granted. When the Employer requests the presence of a steward on her day or time off, she shall be paid for all time spent in dealing with the concerns.

3.03 The Employer will notify the Union office in writing on a quarterly basis of the names, addresses, telephone numbers and classifications of all new employees hired in the period who are subject to this Agreement.

3.04 The Employer agrees to inform all new bargaining unit employees that a collective agreement is in effect upon hire.

3.05 A Union Steward or Union Representative will have an opportunity to interview each new employee, individually or
in a group, within their regular working hours and without loss of pay for any employees involved. The purpose of the interview is to inform the new employee about the Union in the facility, to provide an explanation of the Collective Agreement provisions and expectations. Such interviews will take place during the first thirty (30) calendar days of employment and shall not exceed fifteen (15) minutes.

3.06 The bargaining committee shall consist of one (1) Registered Nurse as determined by the Union. The Employer will compensate members of the Union bargaining committee at their regular rate of pay for time they would have worked but which was spent at a mutually scheduled day of negotiations up to and including conciliation.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 There shall be no strikes or lockouts as long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 5 - UNION MEMBERSHIP AND CHECKOFF

5.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union.

5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
5.03 The employer is authorized and shall deduct from the first pay of each calendar month an amount equal to union dues from each employee's pay. Such deductions shall go into effect immediately for new employees. The Employer upon receipt of authorization from the Union shall deduct any initiation fees owing to the Union. The total amount checked off will be remitted to the Union treasurer not later than the 25th day of the month following the month in which the deductions were made, together with an itemized list of the employees for whom deductions are made and the amount of each deduction. The Employer shall not deduct more than one (1) month's dues from any one pay cheque of an employee. The Employer shall be saved harmless for all deductions and payments made. The Home will provide the employee’s address with the first remittance.

5.04 Employees who cannot support the Union because of conscientious objection, as determined by the Union’s internal guidelines, may apply to the Union in writing explaining their objection and requesting that their deducted monies be forwarded by the Union to a registered Canadian charitable organization. This organization will be selected by mutual agreement between the Union and the employee. The Union will forward such monies at the end of each calendar year.

ARTICLE 6 - PROBATIONARY PERIOD

6.01

a. Full-time employees shall serve a probationary period of three (3) calendar months. Upon completion of the probationary period, an employee shall obtain seniority
which shall be calculated from the employee's hiring date. This hiring date shall also be used to determine anniversaries, pay increments, vacations, etc.

b. Part-time employees shall serve a probationary period of three hundred and seventy-five (375) hours or twenty-five (25) weeks whichever is shorter. Upon completion of the probationary period, an employee shall obtain seniority based on the employee's last hiring date.

c. A probationary employee who goes off on Maternity/Parental Leave before completing her probation shall not accumulate shifts/hours toward the completion of her probation while on Maternity/Parental Leave. Upon her return she shall complete the remaining number of shifts/hours needed to complete her probation. Once she has gained seniority she shall be credited with the shifts/hours she lost while on Maternity/Parental Leave in accordance with the Employment Standards Act.

6.02 On or before the expiry date of an employee's probationary period, the Employer will notify the employee in writing that:

a. the employee will receive a permanent appointment, or;
b. the employee's employment will be terminated.

6.03 The Union acknowledges that the Home has a policy which amounts to a lesser standard for the termination of probationary employees.
ARTICLE 7 - JOB CLASSIFICATION AND RATES OF PAY

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

7.02 Wages shall be paid on applicable Fridays on a bi-weekly basis. Pay-stubs shall be available at the nursing home office any time after 12:00 noon on Thursday. In the event that a bank holiday falls during a pay week, wages shall be paid on the following Monday.

7.03 In the event a new job classification is created in the bargaining unit the parties shall negotiate wage rates for such new classifications. If the parties fail to reach an agreement the dispute shall be submitted to arbitration as provided for in this Agreement.

7.04 If an employee who is scheduled to work reports for work and is notified that no work is available, he/she shall be guaranteed a minimum of four (4) hours wages, whether required to remain at the home or to leave immediately.

7.05 Newly hired employees shall have a period of training and orientation in accordance with the Home’s current practice, the length of which shall be at the discretion of Management. The Home's supervisory personnel shall be responsible for training and orientation of newly hired employees; however, all staff are expected to participate in this training and orientation period. During the orientation period the employee shall be paid at the Start Rate per Schedule “A”. After successful completion of the probationary period, the employee will be paid at the experience rate as per Article 7.06.
7.06 A claim for related experience, if any, shall be made in writing by the Nurse at the time of hiring on the application for employment form or otherwise. The Nurse shall cooperate with the Home by providing verification of previous experience so that her recent related experience may be determined and evaluated during her probationary period. Having established recent related experience, the Home will credit a new Nurse with one (1) annual service increment for every one (1) year’s experience (part-time equivalent—1500 hours equals one (1) year up to the maximum of the grid. If a period of more than two (2) years has elapsed since the Nurse has held an active nursing position, then the Nurse shall be employed at the Start Rate.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 The regular scheduled hours of work for all classifications shall be a maximum of seven and one half (7½) hours in a day, and seventy-five (75) hours in a bi-weekly pay period, exclusive of meal periods.

8.02 Employees shall receive wages at the rate of one and one-half times (1½x) the regular rate for all hours in excess of eight (8) hours per shift and eighty (80) hours in a bi-weekly pay period. For the purpose of this article, the lunch break referred to in Article 8.01 shall be counted. No overtime shall be paid to an employee who works in excess of his/her regularly scheduled work hours as a result of a voluntary exchange of shifts with another employee for personal convenience.

All overtime must be authorized by the employee’s supervisor or for evenings, nights and weekends by the manager on call,
with the understanding that call-ins constitute such authorization for the employee called into work.

8.03

a. Employees shall be granted a one-half (½) hour unpaid lunch for each shift of more than five (5) hours in duration.

b. There shall be two (2) fifteen (15) minute break periods for all employees during each shift of six (6) hours or more. Short shifts of four (4) hours but less than six (6) hours shall receive one (1) fifteen (15) minute paid break during the middle portion of the shift.

c. The lunch period and breaks in (a) and (b) above will be at times determined by the Employer and shall not be interrupted except in case of emergency. If an employee is required to perform duties during her lunch break, the employee will be paid for the lunch break.

8.04 There shall be no pyramiding of overtime under any provisions of this Agreement.

ARTICLE 9 - WORK SCHEDULES AND CALL-INS

9.01 The Employer shall post work schedules on a minimum four (4) week basis at least two (2) weeks prior to the effective date of the schedule. A consistent schedule shall be implemented. It is understood that adjustments may need to occur to the schedule as occupancy levels or CMI levels fluctuate. Such adjustments shall not occur until the parties have met (face to face) to discuss the implications of such adjustments and the best way to bring them into effect. Should consensus not be reached on implementing the
adjustments, management maintains its rights under Article 2.06.

9.02 It is agreed that the normal shifts shall be as follows:

a. The first shift of the day shall commence at 7:00 a.m. and finish at 3:00 p.m.

b. The second shift of the day shall commence at 3:00 p.m. and finish at 11:00 p.m.

c. The third shift of the day shall commence at 11:00 p.m. and finish at 7:00 a.m.

The parties recognize that there are existing shifts including short shifts that vary from the times set out above and that there may be a requirement to change shifts or establish alternative shifts in the future. Changes, if required, will be based on the need to provide efficient, quality care for the residents. Changes to existing shift patterns will not be implemented until the Union and the employees affected have been notified of the change.

9.03 Employees will be scheduled for at least every third weekend off on average, weekend meaning Saturday at 7:00 a.m. to Monday at 7:00 a.m. The Employer will endeavour to arrange schedules so as to provide for every other weekend off. For employees scheduled on the third shift, the weekend off will be defined as starting Friday at 7:00 a.m. and lasting until Sunday at 11:00 p.m.

Weekend shifts assigned to replace those employees who are known to be absent, will not be split. If an employee applies
to work for an absent employee on a weekend, she must work both Saturday and Sunday.

Situations where this is not possible will be dealt with on an individual basis.

9.04 No Registered Nurse shall work more than six (6) consecutive days or twenty (20) days in any four (4) weeks of scheduling except by agreement between the Home and the employee concerned.

9.05 Employees may exchange working days and off days with other qualified employees providing that such requests are submitted in writing no less than forty-eight (48) hours in advance of the requested exchange to the Employer. These may be approved or denied by the Employer in writing. Employees may request and receive up to two (2) such exchanges in a bi-weekly period without providing reasons for the exchanges. A weekend exchange will be considered as one exchange. Should either party of the exchange fail to fulfill her part of the exchange, (emergencies notwithstanding), the person requesting the exchange will be responsible. Management reserves the right to discipline according to Article 13.03e. after two (2) such failures to report to work.

9.06 Except by agreement with the employee concerned, no employee shall be scheduled to work on more than two (2) different shifts in any seven (7) day period, and each employee shall have a break of at least twelve (12) hours between scheduled shifts. Employees scheduled to work the night shift, shall receive a break of thirty-two (32) hours before being scheduled on another shift.
9.07 It shall be at the sole discretion of the Employer to replace an employee who does not report to work. When necessary to serve the daily care needs of the residents, the Employer shall make every effort to call in qualified relief staff for any employee who does not report for work.

The Employer shall maintain a list of employees who wish to be available for call-ins. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee until the staff shortage is filled. Each call will be indicated on that call-in sheet as to "worked," "no answer" or "refused." Succeeding call-ins will commence with the person listed below the last person to accept the call, and so on, on a rotational basis. "No answer" and "refused" shall be counted as "worked" for the purpose of call-in rotation.

The Employer shall by-pass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are available would be eligible for overtime pay. All staff have regularly scheduled shifts, except casual part-time staff, and their commitment is to those shifts.

9.08 The Employer will pay each employee the employee’s regular hourly wage as set forth in Schedule “A” as applicable, for the actual hours worked by such employee on the days when each of the Daylight Savings Time and Eastern Standard Time are implemented. For greater clarity, an employee who is working on the changeover to Daylight Savings Time in the Spring of any year will receive six and one-half (6½) hours wages and an employee who is working on changeover to Eastern Standard time in the Fall of any given year will receive
eight and one-half (8½) hours wages at the applicable straight time hourly rate.

9.09 **Twelve (12) Hour Shifts**
Where the master schedule reflects twelve (12) hour shifts, the following shall apply:

a. Registered Nurses will be scheduled for twelve (12) hour shifts. The day shift will commence at 7:00 a.m. and finish at 7:00 p.m. The night shift will commence at 7:00 p.m. and finish at 7:00 a.m.

b. A weekend shall be defined as beginning at 7:00 a.m. on Saturday and ending at 7:00 a.m. on Monday for day shifts. A weekend shall be defined as beginning at 7:00 p.m. on Friday and ending at 7:00 p.m. on Sunday for night shifts.

c. A mutually approved consistent schedule which includes no more than three (3) days scheduled in a row unless agreed to by the employee concerned shall be implemented.

d. An employee scheduled to work nights shall have a break of at least thirty-six (36) hours before being scheduled on the day shifts.

e. All breaks will be paid. There shall be a total of three (3) fifteen (15) minute breaks and a one half (1/2) hour meal break during a twelve (12) hour shift.

f. Employees shall receive overtime rate of one and one half times (1 ½) the regular rate of pay for hours worked in excess of twelve (12) hours per shift or eighty-four (84) hours in a bi-weekly period.
g. Statutory holiday/lieu days shall be in accordance with Article 12.04.

h. All paid leave “days” will be calculated as a day equalling twelve (12) hours.

i. Should there be a change to the master schedule (from 8 hour to 12 hour shifts or vice versa) the provisions of the Letter of Understanding, as found in the back of the Collective Agreement shall apply.

9.10 Casual Employees
Casual employees are responsible to provide their availability to the Director of Care. Casual employees are required to provide their availability for a minimum of four (4) shifts per month, which will include:

a. one (1) weekend (Saturday or Sunday) or;

b. one (1) Saturday and one (1) Sunday or two (2) Saturdays or two (2) Sundays within month.

9.11 When an employee is required to work four (4) hours beyond their shift, the Employer shall reimburse the employee up to ten dollars ($10.00) towards the purchase of a meal.

ARTICLE 10 - JOB POSTING, HIRING AND TRANSFERS

10.01
a. The Employer will post all permanent vacancies as vacated and temporary vacancies as vacated that are expected to be for a period of four (4) weeks or longer. Should the Employer determine that the vacancy will not be needed
to be filled as vacated, this may be reposted alternatively upon mutual agreement with the Union.

b. Vacancies shall be posted in the workplace for a period of seven (7) consecutive calendar days. Employees may make written application to their immediate supervisor for such vacancy within the posting period. Applicants will be considered in accordance with Article 10.02.

c. A vacancy created by a posting shall be subject to one further posting for a period of seven (7) consecutive calendar days. Vacancies created after the initial two job postings may be filled at the discretion of management.

d. Where an employee will be absent on vacation or on a leave of absence, she may indicate in writing to her immediate supervisor her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting during her absence.

10.02 In all cases of filling a posted vacancy the Employer will consider the factors of seniority, ability and qualifications to perform the work. When the ability and qualifications to perform the work of the employees involved are relatively equal, seniority will be the governing factor.

When filling a vacancy, the Employer shall give preference to applicants who are able and qualified to do the work in the following order of preference:

a. Employees with seniority in the bargaining unit.
b. Employees who have not attained seniority (to be awarded in order of hourly seniority).

c. Employees who are on full layoff.

d. Applicants from outside the employ of the Employer.

10.03 The Employer may fill the vacancy on a temporary basis until a permanent candidate has been selected.

10.04 An employee selected to fill a vacant position in a different job classification or a higher rated classification shall hold that position for a period of one (1) month. The position shall become permanent after the trial period unless:

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

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

In either case, the employee will return to his/her former position and wage rate without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of the position(s) shall also be returned to his/her former position and wage rate without loss of seniority. These provisions shall also apply in the event of a transfer to a job outside of the bargaining unit.

10.05 It shall be the responsibility of the Employer to staff the Nursing Home in accordance with the standards set forth in the Nursing Home Act.
ARTICLE 11 - VACATION AND VACATION PAY

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

<table>
<thead>
<tr>
<th>Period Worked</th>
<th>Time Off</th>
<th>Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 yr</td>
<td>1 day/mo. to</td>
<td>4% of gross earnings for period worked</td>
</tr>
<tr>
<td></td>
<td>max. of 10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>working days</td>
<td></td>
</tr>
<tr>
<td>1 yr but less than 3 yrs</td>
<td>2 weeks</td>
<td>4% of gross earnings for period worked</td>
</tr>
<tr>
<td>3 yrs but less than 8 yrs</td>
<td>3 weeks</td>
<td>6% of gross earnings for period worked</td>
</tr>
<tr>
<td>8 yrs but less than 15 yrs</td>
<td>4 weeks</td>
<td>8% of gross earnings for period worked</td>
</tr>
<tr>
<td>15 yrs but less than 22 yrs</td>
<td>5 weeks</td>
<td>10% of gross earnings for period worked</td>
</tr>
<tr>
<td>22 yrs but less than 28 yrs</td>
<td>6 weeks</td>
<td>12% of gross earnings for period worked</td>
</tr>
<tr>
<td>28 yrs or more</td>
<td>7 weeks</td>
<td>14% of gross earnings for period worked</td>
</tr>
</tbody>
</table>

11.02 The date for determining the "period worked" since the employee's last hiring date is the 31st of May.

11.03 On or by March 1 of each year the Employer shall post a blank vacation sheet, which will cover the twelve (12) months of the vacation year. Between March 1 and April 1 each employee will have the right to indicate on this sheet the time during which he/she prefers to take vacation. A vacation year is
considered to begin on June 1 of one (1) year and end of May 31 of the following year.

11.04 The Employer will decide the number of employees within a classification who may take vacation simultaneously. A week of vacation for full-time will consist of five (5) working days and two (2) days off within a seven (7) consecutive calendar day period. For part-time, a week of vacation will be seven (7) consecutive calendar days. Vacation shall be taken in full weeks only, except as follows: employees with more than three (3) weeks vacation entitlement may elect to take one (1) week five (5) working days, as individual vacation days, provided such days are requested outside the prime vacation time (June, July, August).

11.05 Vacation pay shall be paid to each employee on the pay day immediately prior or immediately following his or her vacation at the employee option. An employee who has not received all her vacation monies by May 1 of that year shall be paid vacation pay no later than May 31 of that year.

11.06 Part-time employees will accrue vacation on the basis of seniority by hours worked, fifteen hundred (1500) hours equalling to one (1) year of full-time seniority.

11.07 Vacations will not normally be scheduled between December 20 of one (1) year and January 10 of the next year.

11.08 A week’s vacation shall be seven (7) consecutive days beginning on Monday during July and August. During other months the vacation week may begin at another day.

11.09 Part-time employees shall be paid their vacation pay on each bi-weekly pay cheque.
ARTICLE 12 - HOLIDAYS

12.01 The following days are recognized holidays with pay under this Agreement for all employees who have completed their probationary period:


12.02 For part-time employees pay for the above-named holidays is included in the "in lieu" payment as described in Article 15.

12.03

a. In order to qualify for holiday pay, an employee must work his/her last scheduled shift immediately preceding and his/her scheduled shift immediately following the holiday unless he/she is ill and presents a Doctor's note. A Doctor's note requested under this article for full-time employees shall not be a note requested by the Employer, but by the employee.

12.04

a. An employee who qualifies for holiday pay but does not work on the holiday shall be paid his/her regular hours of work for that day.

b. An employee who qualifies for holiday pay and is required to work on the holiday shall be paid a premium of one and one-half (1½) the employee's regular rate for each hour worked in addition to the employee's regular wages for the holiday or pay at the rate of time and one-half (1½) and an alternate day off with pay. Such alternate day off is to be
scheduled and taken by mutual agreement within sixty (60) days of the holiday. If no agreement is reached to schedule the day off within sixty (60) days of the holiday, the employee will be paid the appropriate amount of pay. The employee shall advise the Employer in writing upon the posting of the work schedule in which the holiday occurs, of his/her intention to take an alternate day off with pay.

c. Such alternate days will not normally be scheduled between December 20 of one (1) year and January 3 of the next year.

12.05 An employee who does not qualify for holiday pay under Article 12.03 must be paid at least time and one-half the employee's regular rate for each hour worked on a recognized holiday.

12.06 If a paid holiday occurs during the vacation period of an employee, such employee shall receive an additional day's pay at straight time in lieu of the holiday or an additional day off, if the employee so requests.

12.07 For the night shift, the holidays outlined in Article 12.01 shall be considered as that day on which the majority of hours are worked.

12.08 An employee may be scheduled to work on Christmas Day of one year or New Year's Day of the next year, but not on both of these holidays unless the employee consents. If in the scheduling process some employees are able to be off on both these holidays, it shall be the senior employees, on a rotational basis. If an employee has worked on Christmas Day, the Employer shall make every effort not to schedule him/her for Christmas Day the following year. In the event of a
conflict in the first year of this Agreement, the person with seniority shall have preference. The work schedule which includes the Christmas and New Year's time will be posted by November 15.

12.09 No employee shall be entitled to holiday pay and sick leave on the same day. If an employee who is qualified for holiday pay is ill on a holiday she shall only receive holiday pay.

12.10 Employees scheduled off on the Saturday and Sunday, where the day before or after is a paid holiday, will be scheduled off on the paid holiday. Employees scheduled to work the Saturday and Sunday, where the day before or after is a paid holiday, will be scheduled to work the paid holiday.

This article does not apply to employees on consistent schedule who shall work as scheduled.

ARTICLE 13 - SENIORITY

13.01

a. A new full-time employee shall be placed on the department seniority list at the end of the probationary period and his/her respective seniority shall be dated back to the date of the beginning of employment.

b. A new part-time employee shall be placed on the seniority list at the end of the probationary period and his/her respective seniority shall be the number of hours worked since date of hire.

c. Seniority for part-time RNs shall be based on worked hours accumulated since the date of last hire. It is recognized
that 1500 hours worked equals one (1) year of full-time service.

13.02 The Employer shall maintain seniority lists and make copies available to the Union once every twelve (12) months.

13.03 An employee's seniority rights shall cease to exist and their employment shall be terminated if an employee:

a. voluntarily quits the employ of the Employer;

b. is discharged and such discharge is not reversed through the grievance procedure;

c. fails to report on the first day following the expiration of a leave of absence, unless he/she has received permission from the Employer or provided the Employer with a satisfactory explanation;

d. is laid off for a continuous period of more than twelve (12) months;

e. is absent for more than one (1) scheduled shift without notifying the Employer, unless a valid reason is given for the failure to notify;

f. is absent due to work or non-work related illness or accident for a period in excess of twenty-four (24) continuous months;

g. is absent due to work related illness or accident for a period in excess of twenty-four (24) continuous months.

h. Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she
shall forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer. Employees who intend to work while absent from Caressant Care Harriston are obligated to inform the Home and the Union, so the issue can be dealt with by the parties.

i. fails to return from layoff in the time limits set out in Article 13.07.

13.04 In case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of the work permits. Ability and qualifications to perform available work being relatively equal, seniority shall prevail so that the employee having the highest seniority shall be laid off last and recalled first.

13.05 The Employer shall give the employee concerned as well as the Union a two (2) week notice of his intention to lay off.

13.06 If an employee or the Union wishes to file a grievance about a layoff, this shall be done within five (5) calendar days after the notice of layoff has been given to the employee(s).

13.07 An employee who is recalled to work after a layoff must return to work within two (2) working days if unemployed and within seven (7) working days if employed elsewhere. In order for an employee to claim the longer period, he/she must advise the Employer within two (2) days of notice of recall that he/she is employed elsewhere, and he/she must give the name and telephone number of that Employer. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address.
13.08 Employees who are off work due to Maternity/Paternity leave or while absent and covered under the Workplace Safety and Insurance Board (WSIB), will continue to accumulate seniority hours in accordance with the time they would normally have been scheduled to work. Seniority hours will stop accumulating if the employee is off work for a period greater than stipulated in the Employment Standards Act for Maternity/Paternity leave and for a period consistent with Article 13.03g.

ARTICLE 14 - EMPLOYEE TRANSFERS

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

14.02 Any employee transferred outside the bargaining unit shall, if rehired to a job within the bargaining unit, and after completing the probationary period, be reinstated with any seniority formerly accumulated as of the date of transfer as long as the employee has been continuously employed by the Employer while outside the bargaining unit.

ARTICLE 15 - INSURANCE

15.01 The Employer agrees to provide the following Health and Welfare benefits for all full-time employees who have completed their probationary period and who elect coverage at the applicable single or family rate:

a. A life insurance plan with coverage of fifty thousand dollars ($50,000.00) of term life insurance for each employee. The Employer agrees to contribute one hundred percent (100%) of the premium cost.
b. An accidental death and dismemberment plan with coverage up to fifty thousand dollars ($50,000.00) of insurance for each employee. The Employer agrees to contribute one hundred percent (100%) of the premium cost.

c. An extended health care plan, including semi-private hospital coverage, paramedical coverage to four hundred and fifty dollars ($450.00), a drug plan and vision care at two hundred and fifty dollars ($250.00) per two (2) years, with a deductible of ten ($10.00) dollars per individual, twenty ($20.00) dollars per family, once per calendar year. The Employer agrees to contribute one hundred percent (100%) of the premium cost.

d. A dental plan equivalent to a Blue Cross No. 9, with current ODA $10.00 single/$20.00 family deductible. The Employer agrees to contribute seventy-five per cent (75%) of the premium cost.

e. A weekly indemnity plan will be implemented which will consist of coverage on the first day of hospitalization or accident, and on the sixth day of illness up to twenty-six (26) weeks of coverage for each separate illness. Payment shall be at the rate of two-thirds (2/3) of regular pay. The Employer shall pay one hundred percent (100%) of the premium cost. The employee's share of the Unemployment Insurance premium rebate will be payable to the Employer in consideration of this benefit.
15.02

a. Eligibility for participation in the above programs and to benefits there under shall be dependent on the terms of the policies with the insurance carriers.

b. Notwithstanding any other provisions of this Collective Agreement, the Employer is not obliged to make any premium payments in respect of any employee who is on layoff; or leave of absence (including maternity leave, union leave, etc.) in excess of thirty (30) calendar days. Employees whose illness or maternity leave continues beyond the coverage herein provided shall be permitted to continue coverage at their own expense for a period of up to twelve (12) months provided the premiums are paid to the Administrator prior to the beginning of each month. If timely payment is not made coverage will cease until the employee is eligible to be covered after he/she returns to work. (Maternity leave for the purpose of this Article, shall be covered as per the Employment Standards Act of Ontario, as amended from time to time.)

15.03 Employees who are covered by plans in existence at the place of employment of their spouses may select one or more benefits that are not included in the spouse's coverage, provided such benefits are available within this Collective Agreement.

15.04

a. For part-time employees, payment in lieu of benefits will be nine percent (9%) of the employee’s regular hourly rate, effective upon ratification. The nine percent (9%) shall be in lieu of all fringe benefits, holiday pay and uniform
allowance, excluding vacation pay, bereavement pay, jury and witness duty, weekend premium, overtime and salary.

Part-time employees are not entitled to pay for holidays which is deemed to be included in the percentage in lieu payment. It is agreed and understood the percent in lieu does not form part of the employee’s hourly rate and shall not be included for the purpose of computing overtime and premium payments.

b. During the probationary period, an employee shall not receive any premium in lieu of benefits or any other benefits except for those allowed under the Employment Standards Act.

ARTICLE 16 - SICK LEAVE (Full-time Employees Only)

16.01 Sick leave shall be for the sole purpose of protecting employees in the event of illness.

a. Upon completion of the probationary period, an employee shall be granted one (1) day of sick leave credits for every full month then remaining in the calendar year to a maximum of eight (8) days of sick leave credits, effective upon ratification. Effective June 30, 2016 increase maximum to nine (9) days.

b. On January 1 of each year, each seniority employee then employed shall be credited with eight (8) days of sick leave credits. Effective June 30, 2016 the days shall increase to nine (9).

c. An employee shall be entitled to have those days absent due to sickness from his/her scheduled shift paid for at
his/her normal rate for those hours he/she thus misses, so long as he/she has sick leave credits. The amount of sick leave credits shall be reduced by one (1) for each day for which the employee claims such payments.

d. In February of each year, each employee shall receive a fifty percent (50%) payout of those sick leave credits unused during the previous year at his/her then existing rate of pay.

e. The Employer reserves the right to request a Doctor's note confirming his/her reason for absence. Doctor's notes required by the Home shall be paid for by the Employer, up to a maximum of twenty dollars ($20.00). The cost of a Doctor's note requested under Article 12.03 for full-time employees shall be paid for by the employee.

Note: Any reference to Doctor’s note shall also include Nurse Practitioner as long as the information provided falls within the Nurse Practitioner’s scope of practice.

16.02 If an employee is absent from work because of an injury that is compensable under the Worker’s Compensation Act, he/she shall not utilize any outstanding sick leave credits.

16.03 No sick leave shall be paid if a third party is paying income allowance (e.g., Workers’ Compensation, insurance pay for injuries suffered in an automobile accident).

ARTICLE 17 - ABSENCE FROM WORK AND REPORTING

17.01 If an employee is unable to report for work, he/she shall give the Employer a minimum of four (4) hours notice. In case of day shift work, this time element shall be one (1) hour. If
notice is not given within the required time, the employee shall not be entitled to his/her sick pay on the first day of illness.

17.02 An employee who is off work due to illness or injury for a short term must inform the Employer twenty-four (24) hours in advance of his/her scheduled shift that he/she will return to work. In case of a long-term absence, he/she must inform the Employer not less than forty-eight (48) hours in advance of his/her scheduled shift of his/her return to work. Short-term absence in this article shall mean more than one (1) day and less than six (6) days. Long-term absence in this article shall mean six (6) days or more.

An employee may be required to obtain a Doctor's note prior to returning to work. Doctor's notes required by the Home shall be paid for in accordance with current legislation. All annual medicals, if required by legislation and not covered by OHIP, shall be paid for by the requesting party. A Doctor's note requested under Article 12.03 of the full-time employees shall not be a note requested by the Employer, but by the employee.

Note: Any reference to Doctor’s note shall also include Nurse Practitioner as long as the information provided falls within the Nurse Practitioner’s scope of practice.

17.03 An employee absent on Worker’s Compensation, Weekly Indemnity, Employment Insurance sick benefits, or returning to work with work restrictions, must give one (1) week’s notice in writing of return to work.
ARTICLE 18 - LEAVES OF ABSENCE, TRAINING PROGRAMMES AND BEREAVEMENT

18.01 The Employer may grant leave of absence without pay to any employee for legitimate personal reasons.

The employee to be considered for such leave of absence must make his/her request known to the Home as soon as possible as the need for such leave becomes known to the employees.

Such consent shall not be unreasonably withheld, having regard to the reason for the requested leave and the staffing requirements of the Home.

18.02 Employees who are on leave of absence will not engage in gainful employment elsewhere. An employee who violates this rule will forfeit all seniority rights, and may be dismissed by the Employer.

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

18.04 Subject to Article 15.02, all benefits except seniority shall stop accumulating when a leave of absence exceeds one (1) month.

18.05 Upon request of the Union, each Steward shall be entitled to an unpaid leave of absence of one (1) day per year for the purpose of attending educational seminars sponsored by the Union, such leave being subject to the Employer being able to adequately staff the Home without violating scheduling
requirements or causing an employee to work overtime. Such request shall be submitted in accordance with Article 9.01, third paragraph.

18.06 For the purpose of grieving the death of a child or designated spouse, an employee will be granted up to five (5) consecutive days off. If an employee is bereaved of a parent, grandparent, brother, sister, grandchild, mother-in-law, father-in-law, the time granted will be three (3) consecutive days. One (1) day will be granted for sister-in-law, brother-in-law, daughter-in-law, son-in-law, niece, nephew, the employee’s aunt, the employee’s uncle.

Bereavement pay will be given for the days on which the employee was scheduled to work. Should more time be required to deal with the bereavement, management will consider an employee’s request for additional unpaid leave of absence.

18.07 An employee is entitled to Maternity/Paternity leave in accordance with the Employment Standards Act, and will continue to accrue seniority as per the Act.

18.08 **Education Leave**

a. When employees are required by the Employer to take courses to upgrade or acquire new employment qualifications directly related to the needs of the Home, the Employer will pay, at the employee’s straight time hourly rate, for all scheduled hours lost while on course. The Employer will pay the tuition costs associated with each course.

b. If required by the Employer, the employee shall be entitled to a leave of absence without pay and without loss of
seniority or benefits to write examinations to upgrade her employment qualifications.

c. Employees may request an unpaid leave of absence up to one (1) year without loss of seniority for educational purposes.

18.09 Pregnancy and Parental Leave

a. An employee who is pregnant, or who comes into custody, care and control of a child for the first time is entitled to leave for a period of up to fifty-two (52) weeks including thirty-five (35) weeks of parental leave for the birth of a child or thirty-seven (37) weeks for adoption leave in accordance with the Employment Standards Act as amended. The employee must have been employed for at least thirteen (13) weeks to qualify for such leave.

b. The employee shall normally give the Employer two (2) weeks notice in writing of the date she intends to commence the leave and shall provide the Employer with a certificate from a legally qualified medical practitioner giving the estimated day upon which delivery will occur in his opinion in the case of the maternity leave.

c. Where an employee intends to return to work sooner than (or later than) her original date of return, she shall give the Employer at least four (4) weeks written notice of such intention.

It is understood however, that in no case will a maternity or adoption leave exceed a total of fifty-two (52) weeks, except as noted in 38(2) of the Employment Standards Act.
d. An employee who has been employed for at least thirteen (13) weeks is entitled to a parenting leave of up to thirty-five (35) weeks beginning with the termination of the maternity leave, or the leave resulting from coming into the custody, care and control of a child for the first time in case of the mother. In the case of the other parent who has been employed for at least thirteen (13) weeks, the parenting leave of up thirty-seven (37) weeks must commence no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. The employee must give the Employer at least two (2) weeks written notice of her intent to commence such leave.

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

f. An employee on leave as set out in Article 18.09 above, who is in receipt of Employment Insurance Maternity Benefits pursuant to Section 30 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. An employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.
Such payment shall commence on a monthly basis following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee’s Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Maternity Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The Employer will accept the first EI stub as full and sufficient proof of her eligibility for top-up payments for the duration of the maternity leave period.

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

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments 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.

ARTICLE 19 - WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

19.01 For an employee who is absent due to illness or injury that is compensable by the WSIB, the following shall apply:

a. The parties recognize the duty of accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in
such a way as to permit the Employer and the Union to discharge that duty.

b. The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Home and Union agree that participants will use electronic communication where available.

c. The Employer shall continue to pay all health and welfare benefits for one (1) year after the absence commences, provided the employee continues to pay their portion of the shared premiums.

d. Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing the employee pays the total cost of the premiums to the Employer on or before the beginning of each monthly period of the absence. Failure of the employee to supply the required premium by the first of the month shall forfeit that employee's right to further coverage until eligibility for coverage has been further re-established following his/her return to work.

e. An employee will be ineligible for paid holidays, sick leave, or any other benefits mentioned in this Agreement during any absence covered by WSIB except where specified otherwise. An employee's absence during which he/she received WSIB shall be considered as time worked for the purpose of calculating the vacation period, providing the employee returns to work within two (2) years after the injury or illness occurred.
f. If the anticipated length of an absence due to a compensable accident is one (1) month or more, the Employer will post notice of the vacancy in accordance with the job posting procedure. An injured employee shall have a period of two (2) years within which he/she shall retain seniority and shall have the right to return to his/her former classification provided he/she is physically able to perform the full job duties.

g. In accordance with section (d) above, the returning employee shall displace the employee with the least seniority in the classification to which the former is returning.

h. If, in the opinion of his/her doctor, the employee who returns to work within a two (2) year period is qualified and capable of performing the full duties of a job classification other than his/her previous classification which he/she is unable to perform, and provided such work is available, he/she may exercise his/her seniority and displace another employee with less seniority in the other classification and at the rate in the other classification in accordance with her seniority.

ARTICLE 20 - UNIFORMS ALLOWANCE (FULL-TIME EMPLOYEES ONLY)

20.01 Full-Time Only
The Employer agrees to pay a uniform allowance in the amount of ten dollars ($10.00) per month to those full-time employees who work at least one (1) shift per month. Such payment is to be added to the employee’s regular pay on the first pay after each completed month worked.
ARTICLE 21 - JURY DUTY, TRANSPORTATION AND EDUCATION AND ASSISTANCE

21.01 The Employer shall reimburse an employee on jury duty for time lost. The employee must provide the Employer with a signed document from the clerk of the court, stating the days in attendance and the amount of payment received from the court, and the Employer shall deduct such payments from the employee's wages.

An employee’s seniority hours shall continue to increase as though she had worked during the time spent on jury duty. Jury duty shall only be for days on which the employee was scheduled to work.

21.02 It shall be the employee's responsibility to advise the Employer immediately of the date(s) he/she is to serve on jury duty.

21.03 An employee shall be paid twenty-five cents ($0.25) per mile for authorized use of personal vehicle for the nursing home.

21.04 Education Assistance Fund

The Employer shall remit two cents ($0.02) per hour worked for each employee in the Union’s bargaining unit into the Union’s Education and Assistance Fund to a maximum of one hundred and twenty-five dollars ($125.00) per year. The payment shall be made to the Union on the last full pay of the current year.

The Union will deposit these education fund monies into a trusted Education Fund, the purpose of which is to pay for employee seminars and workshops, including wage loss
payments, travel and accommodation costs. Such seminars and workshops will deal with topics such as:

a. Long Term Care issues affecting the Employer and employees
b. Health and Safety Training
c. Instruction in Progressive Labour Relations practices

ARTICLE 22 - DISCHARGE, SUSPENSION AND WARNING

22.01 When the conduct or performance of an employee calls for a warning by the Employer, the warning shall be a written one and a copy of this warning shall be forwarded immediately to the stewards and the Union.

22.02 For a discharge grievance to be arbitrable, it must be filed to the Home within one (1) week of the discharge. The parties shall then confer at Step 2 of the grievance procedure within one (1) week of the filing of the grievance to discuss the matter. However, the parties may agree to waive these time limits.

22.03 In the event an employee has no disciplinary action taken against her during an eighteen (18) month period of continuous employment, the past disciplinary action of the Employer shall not be used against the employee. This clause shall not apply to any records on file that deal with third (3rd) party involvement, i.e. resident abuse. Any such record shall remain on file permanently.
ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

23.01 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/she has first given his/her supervisor an opportunity to adjust his/her complaint. An employee who has a grievance must bring the grievance to the attention of the Administrator within ten (10) calendar days of when the employee became, or ought reasonably to have become, aware of the occurrence which gave rise to the grievance. The Administrator shall reply to the grievance within five (5) days of the meeting to discuss the grievance. If the Home does not reply within the five (5) days, the employee may proceed to the next step of the grievance procedure.

Step #1
The employee, with the assistance of his/her steward shall present the grievance in writing to the administrator whose decision shall be rendered in writing within five (5) days following the presentation of the grievance at this step.

Step #2
Failing settlement at Step #1, the Union Representative may, within ten (10) days of receipt of the administrator's reply, request a meeting between the parties. Such meeting shall take place within fifteen (15) days, unless extended by mutual agreement, in writing, of receipt by the Employer of the Union Representative’s request. The administrator shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement at Step #2, the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within fourteen
(14) days after the decision has been given at Step #2. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to have been settled or abandoned.

23.02 The reference to days means all calendar days except Saturdays, Sundays and public holidays. Any and all time limits may at any time be extended by written agreement between the Employer and the Union.

23.03 Any difference arising directly between the Union and the Employer relating to the interpretation, application, administration or alleged violation of this Agreement may be presented by either party as a policy grievance commencing at Step #2. A policy grievance shall not be arbitrable if the matter in dispute could have been brought as an employee grievance.

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

23.05 The parties recognize that the grievance and arbitration procedures form a vitally important part of this Collective Agreement. Failure by the party having the carriage of the grievance to abide strictly by the terms of these procedures shall mean the grievance shall be deemed to be abandoned.
ARTICLE 24 - ARBITRATION

23.06 When either party requests that a grievance be submitted to arbitration as provided under Article 23, it shall make such a request in writing addressed to the other party to this Agreement and at the same time nominate a nominee. Within five (5) days thereafter, the other party shall nominate a nominee, provided, however, that if such other party fails to nominate a nominee as herein required and unless the time has been extended by mutual agreement between the two (2) parties, 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 (2) nominees so nominated shall confer immediately and shall attempt to select by agreement a chairperson of the arbitration board. If they are unable to agree upon such chairperson within a period of seven (7) days after the nomination of the second nominee, they or either of them may then request the Labour-Management Arbitration Commission for the Province of Ontario to appoint a chairperson.

23.07 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings.

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

23.09 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the chairperson of the Board of Arbitration.
23.10 The decision of the majority of the Arbitration Board shall be the decision of the board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement. In the event there is no majority decision, the decision of the chairperson shall govern.

23.11 Unless the Collective Agreement provides a specific penalty, in determining a discharge case the Board of Arbitration shall have the authority to:

a. affirm the Employer's action and dismiss the grievances;

b. set aside the penalty imposed by the Employer and restore the grievor to his/her former position with or without compensation; or

c. vary or alter the penalty imposed by the Employer or make such other determination as the board in its discretion may deem just and reasonable;

d. have access to the Employers' premises to view working conditions or operations that may be relevant to the resolution of the grievance.

23.12 Where the parties agree upon the selection of a single arbitrator, such person shall be substituted for a Board of Arbitration.

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

**ARTICLE 24 - PENSION PLAN**

24.01 All non-probationary employees shall enrol in a pension plan. Probationary employees shall enrol upon completion of their probationary period.

All students hired after the date of ratification/award shall not be enrolled in the Pension Plan.

24.02 Each employee shall contribute four percent (4%) of gross earnings into the pension plan and the Employer shall deduct the four percent (4%) from the employee's pay on a bi-weekly basis. The Employer shall contribute an equivalent amount for each employee into the plan.

24.03 The Employer shall remit the pension contributions to Pension Plan 0398594 of the Christian Labour Association of Canada not later than the 25th of the month following the month from which contributions are payable, together with an itemized list of employees and the amounts applicable to each.

24.04 Any employee may authorize the Employer to deduct additional percentage of wages in addition to those listed in Article 24.02. It is understood that there will not be an equivalent amount contributed by the Employer. Forms will be provided by the Pension Plan for such contributions.

24.05 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 24.02 will be paid to that employee on each pay
cheque. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if he/she were still contributing to the Plan.

ARTICLE 25 - DURATION AND RETROACTIVITY

25.01 This Agreement shall be effective on the first (1st) day of July, two thousand and fourteen (2014), and shall remain in effect until the thirtieth (30th) day of June, two thousand and sixteen (2016) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) days to thirty (30) days prior to the renewal date. Should neither party give such notice, this Agreement shall renew for a period of one (1) year.

25.02 a. The increases to the wage rates shall be retroactive and applied to all paid hours for each of the employees in the bargaining unit on and after the effective dates of the wage increases as set forth herein. Any employees hired after those dates shall be entitled to pro rata increases from the date of their employment. The Employer shall contact in writing at their last known address any employees who completed their probationary period and have since left its employ to inform them of their entitlement to any retroactive adjustment, with the proviso that they must respond to the Employer in writing within sixty (60) days of the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive adjustments to such employees. A copy of the
Employer's letter shall be sent to the Union along with a list of the names and addresses to whom the letter was sent.

The Employer is not responsible to give retroactive pay of an amount of less than twenty-five ($25.00) to former employees.

b. All retroactive wages shall be paid by the Employer, by separate cheque, no later than forty-five (45) days following the issuance of the award to current employees, or no later than forty-five (45) days after the receipt of former employee's reply pursuant to part (a). If retroactivity is not paid within forty-five (45) days of the award, interest shall accrue and be paid by the Employer at the prime rate established by the Chartered Banks which existed on the forty-fifth (45th) day following the date of the award.
DATED at ______________ , ON, this _____day of __________, 20____

Signed on behalf of
CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED,
HARRISTON, REGISTERED AND GRADUATE NURSES

Per ______________________________

Per ______________________________

Signed on behalf of
HEALTHCARE AND SERVICE WORKERS UNION, LOCAL 304
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

Per ______________________________

Per ______________________________
SCHEDULE “A”
CLASSIFICATIONS AND HOURLY RATES

<table>
<thead>
<tr>
<th>EFFECTIVE:</th>
<th>Jul 1/13</th>
<th>Jul 1/14</th>
<th>Jul 1/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Nurses</td>
<td></td>
<td>1.5%</td>
<td>1.4%</td>
</tr>
<tr>
<td>Start</td>
<td>27.51</td>
<td>27.92</td>
<td>28.31</td>
</tr>
<tr>
<td>1500 Hrs</td>
<td>28.69</td>
<td>29.12</td>
<td>29.53</td>
</tr>
<tr>
<td>3000 Hrs</td>
<td>29.63</td>
<td>30.07</td>
<td>30.50</td>
</tr>
<tr>
<td>4500 Hrs</td>
<td>31.21</td>
<td>31.68</td>
<td>32.12</td>
</tr>
<tr>
<td>6000 Hrs</td>
<td>32.47</td>
<td>32.96</td>
<td>33.42</td>
</tr>
<tr>
<td>7500 Hrs</td>
<td>34.03</td>
<td>34.54</td>
<td>35.02</td>
</tr>
<tr>
<td>9000 Hrs</td>
<td>35.53</td>
<td>36.06</td>
<td>36.57</td>
</tr>
<tr>
<td>10,500 Hrs</td>
<td>38.53</td>
<td>39.11</td>
<td>39.66</td>
</tr>
<tr>
<td>12,000 Hrs</td>
<td>41.70</td>
<td>42.33</td>
<td>42.92</td>
</tr>
</tbody>
</table>

Note: Retroactivity shall be paid to employees within sixty (60) days or sooner pending a successful ratification.

* All rates include all outstanding ($1.50) Pay Equity obligations per the agreements between the parties.

All changes in the wages, whether the result of promotion, demotion, filing with the Employer proof of registration or attainment of service anniversary, shall become effective the closest pay period to the date of the change.

**Shift Premium**
Employees assigned to work on any shift in which the majority of hours worked commences after 6:00 p.m. and ends on or before 7:00 a.m. shall be paid a shift premium of fifty cents (50¢) per hour in addition to the base hourly rate set out in the wage schedule.
Weekend Premium
Employees assigned to work on any shift on the weekend shall be paid a premium of fifteen cents (15¢) per hour in addition to the base hourly rates set out in the wage schedule.

Registered Staff
All Registered Staff (RNs and RPNs) will provide proof of renewal of their Provincial License by the end of February each year. The Home will not be obligated to schedule, past mid-March, any Registered Nurse or Registered Practical Nurse who does not provide proof of License renewal.

The Employer agrees to reimburse the Registered Nurse for the cost of renewing their annual license upon providing proof of payment. This will apply to all RNs who have been employed as of January 1 and remain employed on December 31 of the same year. Payment will be made by January 31 of the following year.

Standby Pay
An employee (RN) who is required to remain available for duty on standby outside her regular scheduled working hours shall receive standby pay in the amount of two dollars and fifty cents ($2.50) per hour for the standby period scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of three dollars and fifty cents ($3.50) per hour. Standby pay shall, however, cease where the employee is called into work.
LETTER OF UNDERSTANDING #1

Between
CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED,
HARRISTON, REGISTERED AND GRADUATE NURSES

and
HEALTHCARE AND SERVICE WORKERS UNION, LOCAL 304
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

CHANGE IN SCHEDULING OF SHIFTS BETWEEN 8 HOURS AND 12 HOURS

The parties agree to the following in the event that the Employer contemplates changing the master schedule from twelve (12) hours to eight (8) hours or vice versa:

1. The Employer shall provide written notice to the Union of its desire to amend the hours currently being worked (i.e. from twelve (12) hour shifts to eight (8) hour shifts or vice versa);

2. The Employer and the Union agree to meet on a mutually acceptable date to discuss the proposed changes;

3. The Employer, having considered the input from the Union, maintains the right to make the final decision;

4. If the decision is to amend the hours of work, the parties agree that the hours cannot be reversed until one (1) year from the start date of the revised master shift schedule;
The Employer agrees to advise the Union of its decision in writing and will provide the Union with two (2) months’ notice of when the change will take effect.

DATED at ______________ , ON, this _____day of __________, 20___

Signed on behalf of
CARESSANT CARE NURSING AND RETIREMENT HOMES LIMITED, HARRISTON, REGISTERED AND GRADUATE NURSES

Per ___________________________ Per ___________________________

Signed on behalf of
HEALTHCARE AND SERVICE WORKERS UNION, LOCAL 304 affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

Per ___________________________ Per ___________________________
WE’RE COMMITTED TO YOU

Positive Work-Life
We are a modern union with a modern attitude. We don’t just help create a better workplace, but a better work-life, helping you get the most out of every day.

Champions of You
We make your voice heard. We lead positive change. And through it all, we keep you working.

Everyday Greatness
We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.
CAMBRIDGE MEMBER CENTRE
64 Saltsman Dr
Cambridge, ON N3H 4R7
T: 519-653-3002
TF: 877-701-2522
F: 519-653-3004
cambridge@clac.ca

CLAC RETIREMENT
1-800-210-0200

CLAC BENEFITS
1-800-463-2522

CLAC TRAINING
1-877-701-2522

CLAC JOBS
1-877-701-2522

clac.ca/myCLAC