

COLLECTIVE AGREEMENT

Between

**Ontario Federation of Healthcare Workers,
Labourer's International Union of North America, Local 1110**

- and-

**Nithview Community,
a division of Tri-County Mennonite Homes**

Expires March 31, 2017

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ARTICLE 1 – PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement.

- 1.01 It is agreed and understood that the key objective of the parties is to work with Nithview Community in an efficient and professional manner and that the parties shall cooperate and this Agreement shall be interpreted at all times in a manner consistent with achieving this objective and in the interests of the residents of Nithview Community.
- 1.02 The Employer and the Union recognize that the attitude, ability and efficiency of individual Employees affect to a large extent the care, welfare, safety and comfort of the residents in the Home.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Federation of Health Care Workers, Labourers' International Union of North America, Local 1110 as the bargaining agent of all Employees of Nithview Community, a division of Tri-County Mennonite Homes, at 200 Boullee Street, in the Town of New Hamburg, Ontario, save and except Registered Nurses, Graduate Nurses, Office and Clerical Staff, Maintenance Employees. Pastoral care Employees, volunteers, Supervisors and those above the rank of Supervisor.
- 2.02 The word "Employee" or "Employees" wherever used in this Agreement shall mean only those employees in the bargaining unit described above.

ARTICLE 3 – DEFINITIONS

- 3.01 "Nithview Community" or "Employer" shall mean the Nithview Community.
- 3.02 "Departments" are as follows:

Housekeeping/laundry	Food Services	
Support Services (ALU)	Recreation	Nursing
- 3.03 Except where otherwise specified in this Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.
- 3.04 "Business Day(s)" shall mean a regular week day, Monday to Friday, and not include any paid holiday as set forth herein.
- 3.05 "Full-Time Employee" shall mean an Employee regularly scheduled to work more than fifty-six (56) hours, up to eighty (80) hours per pay period.

- 3.06 “Part-Time Employee” shall mean an Employee who is regularly scheduled to work fifty-six (56) hours or less per pay period.
- 3.07 “Casual Employee” shall mean an Employee who is not regularly scheduled and works on an ad hoc basis.
- 3.08 “Temporary Employees” or “Contract Employees” shall mean an Employee who is hired for a fixed period to fill a temporary vacancy not otherwise filled in accordance with the collective agreement.

If the Employer needs to use Agency staff for a fixed period to fill a temporary vacancy not otherwise filled in accordance with the Collective Agreement the Employer shall meet with the union and negotiate a time frame for such work.

- 3.09 Wherever the term Union Representative is used in this Agreement it shall mean any Employee working for and/or on the active payroll with the Union. Union representative shall include Business Agent, International Representative, etc.
- 3.10 The provisions of this Agreement shall be read with all gender, grammatical, singular and plural changes as required by the circumstances.
- 3.11 The first shift of the day starts at 11:00 p.m. Where a shift overlaps midnight, it shall be deemed to be within the calendar day in which the shift ends.

The Employer will need three months from the date of ratification to implement and will work with the Union throughout the process.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any Employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 4.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 4.03 The Employer and Union agree to abide by the *Ontario Human Rights Code*, as amended from time to time.
- 4.04 The Employer and the Union are committed to providing a positive environment for staff. The Employer, the Union and the Employees recognize their obligations under Bill 168. All individuals have the right to be treated with respect and dignity consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

All employees shall immediately report incident of harassment or workplace violence to their department manager and the Union. If the department manager is the source of the harassment or workplace violence concern then the complaint is to be reported to the Executive Director. The Employer shall investigate all complaints. Bargaining unit members will have a union representation present.

If the Union is aware of a complaint that has not been reported to the Employer, the Union shall bring such complaint forward to the appropriate person.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

5.01 The Union agrees that there shall be no strike and the Employer agrees that there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 – UNION SECURITY

6.01 The Employer will deduct from each Employee covered by this Agreement an amount equal to the Union dues and assessments designated by the Union. Assessments may include remittances to the Ontario Federation of Health Care Workers.

6.02 Such dues shall be deducted and remitted to the Union by the fifteenth (15) day of the month following the month in which the Union dues accumulated.

6.03 Such dues shall be deducted from Employees each pay period and, in the case of newly employed persons, such deductions shall commence in the month upon their start date.

6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

6.05 The Employer shall provide the Union with a copy of a full Employee list including department, job class, address and telephone numbers twice a year.

6.06 The amounts deducted under this Article shall be remitted by the fifteenth of each month to the Union's Provincial Office. In remitting such dues, the Employer shall provide a list of Employees from whom deductions were made, including their Employee Number and department. The Employer shall also provide the local Union with the names and full addresses and job class of any new hires and terminated Employees.

6.07 The amount of dues and assessments shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.

6.08 The Employer agrees that an officer of the Union or a representative of the Union shall be allowed a reasonable period not to exceed fifteen minutes during regular working hours to meet newly employed Employees during their orientation. During such meetings, membership forms may be provided to the Employee. These meetings shall be scheduled in advance by the Employer and may be arranged collectively or individually.

- 6.09 A copy of this Collective Agreement shall be issued by the Union to each Employee.
- 6.10 The Employer shall not contract out any work normally performed by members of the bargaining unit if it directly results in a lay-off of a Full-Time or Part-Time Employee. However, the Employer may contract out such work to an Employer who is organized with the Ontario Federation of Health Care Workers (LiUNA), and who will employ such laid off Employees with similar terms and conditions of employment.
- 6.11 Employees not covered by the terms of this Agreement will not perform any duties which are normally performed by members of the bargaining unit if it directly results in a lay-off of a Full-Time or Part-Time Employee, save and except if such work is performed for the purposes of instruction, in emergencies or when regular Employees are not available.
- 6.12 This article shall not prevent residents or their designates from making arrangements for private care providers or publicly funded service delivery (Homecare), private duty or companion care. Such arrangements are between the resident or designate and the provider and shall not be viewed as a violation of the Collective Agreement.
- 6.13 It is understood that the nature of the organization lends itself to the use of volunteers and that it is not the intent of the Employer to utilize volunteers to replace paid bargaining unit workers to perform the work normally performed by the bargaining unit.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 Union Representatives and Grievance Committee
- (a) The Employer agrees to recognize four (4) stewards to be elected or appointed from Employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement. Where possible, these stewards shall be a mixture of Full-Time and Part-Time Employees, across the different departments and shifts.
- (b) The Union recognizes and agrees that the Stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the Stewards during working hours, in order to assist an Employee in presenting his grievance to the designated representatives of the Employer in accordance with the Grievance Procedure, provided program needs are not sacrificed. In accordance with this understanding, the Employer agrees to compensate the Steward at his regular straight time hourly rate for time lost from his regular working hours when servicing grievances hereunder provided the Steward shall first obtain permission from his immediate Department Director before absenting himself from his duties. Such permission shall not be unreasonably withheld. Prior to returning to work the Steward must report to his Department Director or designate.
- (c) If, in the performance of their duties, an Employee representative or member of the Grievance Committee is required to enter a unit in which she is not ordinarily employed she shall, immediately upon entering such unit, report her presence to the supervisor or person in charge, as the case may be. When resuming their regular

duties and responsibilities, such representatives shall again report to their immediate supervisor.

- 7.02 The Union shall keep the Employer notified in writing of the names of the Employee representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments. Notices shall be provided on a quarterly basis and upon any changes. The Employer will also provide a list of all relevant management staff on a quarterly basis to the Union office.
- 7.03 The Employer agrees to give representatives of the Union access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Executive Director, or designate.
- 7.04 Employees who are members of committees will suffer no loss of earnings for time spent during regular working hours for attending committee meetings, provided prior authorization is obtained from the Executive Director, or designate. An Employee who attends a committee meeting at a time they are not regularly scheduled, shall be paid straight time.
- 7.05 Labour - Management Committee

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

- (a) The Union may appoint up to four stewards to serve on the Committee. Management may appoint up to an equal number of Committee members. The Committee shall meet at a time and place mutually satisfactory. Either party may have a representative present at the meetings.
- (b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least seven (7) calendar days prior the meeting. A record shall be maintained of matters referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members and minutes shall be posted on the staff bulletin board. Both parties shall sign off on the minutes prior to posting. The Union and the Employer agree to solidify dates for these meetings before December of each year.
- (c) The purpose of the Committee includes:
- Promoting and providing effective and meaningful communication of information and ideas;
- Discussing and reviewing matters which are of mutual benefit to the parties, but shall not include items or issues that are properly dealt with under the grievance procedure or through negotiations.

Discussing ways of improving labour management relations;

The parties shall not refer to the contents of the meetings, or minutes in the arbitration process, unless an agreement on an issue expressly indicates that the resolution shall govern future situations.

Reviewing of annual CMI after it is received by the Employer to discuss impact.

- (d) The Employer agrees to pay for the time spent for up to four representatives of the Union attending at such meetings. This payment for time spent shall not result in premium pay.

7.06 Negotiating Committee

The Employer agrees to pay up to four (4) members of the Negotiating Committee for time spent in negotiations with the Employer for a renewal of the Agreement up to, but not including, Arbitration. The Union will endeavour to have at least one Part-Time and one Full-Time member. It is understood that this payment shall be no more than 7.5 hours per day, provided the Employee was scheduled to work, at non overtime rates of pay. (No such payment shall result in premium pay). Employees who are not scheduled to work and attend negotiations as requested by the Union shall be paid by the Employer and such time shall be billed back to the Union.

7.07 Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee up to three (3) members, selected or appointed by the Union from amongst bargaining unit Employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its functions. In addition, the Employer will provide the committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every three months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve a term of at least one (1) calendar year from the date of appointment. Paid time off for such representative(s) to attend meetings and carry out their duties in

accordance with Act shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance. Employees not scheduled to work shall be paid for their attendance at the committee meetings.

- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

7.08 Infection Prevention Control

Employer will use its best efforts to make all affected Employees aware of protocols that apply to residents who have serious infectious diseases. The parties agree that all Employees are aware of the requirement to practice universal precautions in all circumstances.

It is understood that each Employee is responsible for following prescribed policies and procedures and recommendations of the Employer related to the above.

ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

GRIEVANCE PROCESS

8.01 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 this Agreement including any question as to whether a matter is arbitrable.

8.02 At the time a meeting is held for the purposes of issuing formal discipline or at any stage of the grievance procedure, including the complaint stage, an Employee is entitled to be represented by a Union representative of their choice. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.

8.03 It is expected that Employees will discuss issues, prior to filing a formal grievance.

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 she has first given her Department Director the opportunity of adjusting her complaint. Such complaint shall be discussed with her Department Director within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee. Failing settlement, a grievance may be filed within seven (7) calendar days following advice of her Department Director's decision, in the following manner and sequence:

Step No. 1

The steward may submit a grievance signed by the Employee, to her Department Director. The grievance shall be in writing and shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement, which are alleged to have been violated. The Department Director will deliver her decision in writing within seven (7)

calendar days following the day on which the grievance was presented to her, or it shall be deemed denied. Failing settlement, then;

Step No. 2

Within seven (7) calendar days following the decision in Step No. 1, the grievance may be referred to the Executive Director or her designate. A meeting will then be held between management and the Union within seven (7) calendar days of submission of the grievance at Step No. 2, unless extended by written agreement of the parties. It is understood and agreed that a representative of the O.F.H.C.W (LiUNA) and the griever may be present at the meeting. The decision of the Employer shall be delivered in writing within seven (7) calendar days following the date of such meeting, or it shall be deemed denied.

The Employer agrees to submit its response to chief steward or the steward that signed the grievance.

8.04 Policy Grievance

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 ten (10) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Local Business Manager or her designate.

8.05 Group Grievance

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately they may present a group grievance at Step 2, signed by all of the grievors, within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employees.

8.06 Suspension or Discharge

A claim by an Employee, who has completed her probationary period that she 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 ten (10) calendar days after the date the discharge or suspension is effective. Such special grievance may be settled under the Grievance and Arbitration Procedure by:

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

The Employer agrees to provide written reasons to the Employee within seven (7) calendar days of the discharge.

It is agreed that probationary Employees do not have just cause protection. In addition, a grievance filed in relation to the termination of a probationary Employee can only be filed in relation to allegations of bad faith or breach of a statutory protection, such as the Human Rights Code.

- 8.07 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 arbitratable, 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 fourteen (14) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- 8.08 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, unless on a without prejudice basis.
- 8.09 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of this Agreement, including a list of three (3) proposed Arbitrators for selection. Within seven (7) calendar days thereafter, the other party shall answer in writing indicating acceptance of a proposed Arbitrator, or shall propose a list of three (3) alternate Arbitrators. In the event that no Arbitrator is agreed upon within ten (10) days, either party may request the Minister of Labour to appoint an Arbitrator. Upon agreement of the parties, the parties may appoint a Board of Arbitration.
- 8.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.11 The parties recognize that in many cases mediation, or mediation/arbitration may be a more expedient way to resolve grievances and therefore agree that they may mutually agree to hold mediation or a mediation/arbitration before a mediator or mediator/arbitrator of their choice in an effort to resolve the grievance(s). This may be done at any point in the Grievance or Arbitration Process and shall be strictly without prejudice to any position either party may take should the matter continue to arbitration. Any referral to mediation or mediation/arbitration shall not affect the timelines of the Grievance or Arbitration Processes.
- 8.12 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.
- 8.13 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 chair will be final and binding upon the parties hereto and the Employee or Employees concerned.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.

8.15 Wherever Arbitration Board is referred to in the Agreement, it shall apply to a sole arbitrator with necessary modifications.

ARTICLE 9 – MANAGEMENT RIGHTS

9.01 The Union acknowledges that it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects, unless otherwise restricted by an express provision of this Agreement and without limiting or restricting this right and function to:

- (a) Maintain order, discipline and efficiency, determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standard of service, the direction of the working force, the services to be provided and the methods procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments and working schedules, the methods of doing the work and the working establishment for any service and the standards of performance for all Employees;
- (b) Hire, assign duties, transfer, promote, demote, classify, layoff, recall, discharge, suspend or otherwise discipline Employees, provided that a claim of discharge without just cause by an Employee who has completed her probationary period, or the discipline of any Employee, may be the subject of a grievance and dealt with as provided herein;
- (c) Establish and from time to time amend rules and regulations;

9.02 The Employer shall exercise these rights in a reasonable manner not otherwise inconsistent with the express provisions of this Agreement.

ARTICLE 10 – ACCESS TO FILES

10.01 A copy of any completed evaluation which is to be placed in an Employee's file shall be reviewed with the Employee. The Employee shall initial such evaluation as having been read and understood and shall have the opportunity to add her views to such evaluation prior to it being placed in her file.

10.02 Each Employee shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her Department Director and Employee representative, if requested. Requests to review file must be submitted in writing and the review shall be on the Employee's own time. Requests will normally be granted within 3 business days of the submission of the request.

10.03 Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee fifteen (15) worked months following the receipt of such letter, suspension or other sanction provided that the Employee's record has been discipline free.

ARTICLE 11 – SENIORITY

- 11.01 Unless otherwise specified in this Agreement, seniority shall accrue based on all hours paid.
- 11.02 An Employee who transfers from Casual or Part-Time to Full-Time status or Full-Time to Part-Time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire.
- 11.03 Newly hired Employees shall be considered to be on probation for a period of 450 hours worked but no longer than six (6) calendar months. It is understood that the 450 hours is exclusive of leaves of absence.
- 11.04 The Employer may extend the probationary period by so advising the probationary Employee in writing prior to the conclusion of the probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months for Full-Time or 375 hours worked for Part-Time and, where requested, the Employer will advise the Employee and the Union of the basis of such extension.
- 11.05 After successful completion of her probationary period, such Employee's seniority shall be adjusted to reflect hours paid from her most recent date of hire into the bargaining unit.
- 11.06 The seniority list is comprised of all Employees covered by this Agreement who have completed their probationary period. A copy of the Seniority list shall be posted twice per year in January and July. A copy shall be given to the Chief Steward. The seniority list shall contain the names of Employees, classifications, their start dates and the total number of hours paid.
- 11.07 An Employee shall lose all service and seniority and employment deemed terminated if she:
- (a) Resigns or voluntarily retires;
 - (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) Is laid off for a period of the lesser of her seniority at date of lay off or eighteen (18) months (one week equals 37.5 hours);
 - (d) Refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate resident care, unless a satisfactory reason is given to the Employer;
 - (e) Is absent from scheduled work for a period of two (2) or more working days without notifying the Employer of such absence and providing a satisfactory reason acceptable to the Employer; (Employer shall for this purpose mean Department Director or designate);
 - (f) Fails to return to work upon the termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for the purpose other than that for which the leave was granted including gainful employment.;

- (g) Fails to work or contact the Employer within seven (7) days after issuance of notice of recall by registered mail to her last address on record with the Employer;
- (h) Is absent from work in excess of twenty four (24) months due to illness, accident or WSIB;
- (i) Where a Casual Employee fails to work at least two (2) shifts in any month in which she has been called or fails to provide availability during any two (2) month period, unless on an approved leave of absences.

11.08 Job Vacancies

- (a) Where a vacancy occurs, or a new position is created within the bargaining unit, such vacancy shall be posted for a period of seven (7) consecutive calendar days, unless otherwise set out herein. Job vacancies shall be posted on the designated bulletin board. An Employee who has passed probation may make written application for such vacancy within the time frame referred to herein. A copy of the application will be provided to the Employee upon request.

Note: A temporary vacancy means a posting for a fixed period of time.

- (b) Information on Postings

Such posting shall contain the following information:

nature of position;

initial location(s);

skills, abilities, qualifications, and education;

initial shift times, number of hours of work per week and wage classification.

- (c) Up to three (3) subsequent vacancies created by the filling of the initial vacancy will be posted. Such posting shall be for four (4) consecutive calendar days.
- (d) At the request of the Employee, the Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- (e) Employees shall be selected for job postings on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the Employees considered, seniority shall govern. Where there is an applicant that is from a higher classification, the Employer shall give first priority to any applicants from the same classification as the vacancy. The successful applicant, must be able to perform the available work within an appropriate familiarization period and commence the job duties within a reasonable period of time.
- (f) Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which

she was awarded, the Employee or the Employer may, during the first ten (10) shifts worked in the new position, return her to her former job, and the filling of the subsequent vacancies will likewise be reversed. If the Employee is posting into the same classification, there will be no trial period.

- (g) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. It is understood, however, that where such vacancies occur on short notice, failure to offer to Part-Time Employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
- (h) Upon completion of the temporary vacancy, all affected Employees shall be reinstated to their former position, unless a position has been discontinued, in which case she shall be given a comparable job if available, or exercise her bumping rights under the lay-off provisions.
- (i) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the Employee selected to fill the vacancy to be assigned to the job.
- (j) An Employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of six (6) months from the date of beginning the new position. This does not include a temporary posting of less than six (6) months.
- (k) An Employee's regular status, Casual, Part-Time, or Full-Time, shall continue while filling a temporary vacancy.

11.09 Layoff and Recall

- (a) For Full-Time or Part-Time Employees, lay-off shall mean either a permanent reduction in hours which results in more than one Employee receiving a reduction of at least 15% of the Employee's regular non-overtime wages for any period of three (3) or more consecutive weeks, or the elimination of a position(s).
- (b) In the event of a proposed lay-off the Employer will provide the Union with no less than thirty (30) calendar days' notice, business conditions permitting.
- (c) Once notice is provided to the Union, if requested, the Employer will meet with the local Union to review:
 - the reason causing the lay-off;
 - the method of implementation including the areas of reduction;
 - provide copies of the most up to date seniority.
- (d) In the event of an Employee is laid-off, the Employee's benefits coverage shall cease as of the date of lay-off.

- (e) Notice of Lay-off shall be posted in accordance with the *Employment Standards Act*. The notice shall include the following:

The classification, which shall be affected;

The number of hours to be reduced, or position(s) to be eliminated;

Effective date;

The date of the meeting to determine the reallocation of hours, where applicable.

- (f) The following process shall apply in the event of a lay-off reducing the hours of one or more Employees:

The Employer shall establish a new schedule that reflects the reduction in hours which shall take effect on the Effective date;

Following the posting of the notice, a meeting shall be held with Employees in the affected classification to determine the reallocation of hours amongst the Employees on the new schedule. A Union representative may attend the meeting;

Beginning with the senior Employee in the affected classification, Employees shall, one at a time, in order of seniority, choose from an available Line in her classification that is the same number of hours she previously had, or less;

Where there is no Line left available for the affected Employee they shall have the choice to be laid-off and maintain recall rights in accordance with the provisions of this Agreement, or remain part of the Casual pool;

Recall rights for an Employee who is laid-off shall be for the duration set out in Article 11.

- (g) In the event of the elimination of an entire position or positions, the Employee(s) so affected may choose one of the following:

Displace the least senior Employee in her classification and status (i.e. Full-Time displaces Full-Time); or

Accept the lay-off.

- (h) An Employee displaced from her status as a result of the above may choose one of the following:

Displace the least senior Employee in her classification in the lower status (i.e. Full-Time to Part-Time in her classification, or Part-Time to Casual); or

Accept the lay-off.

11.10 Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

11.11 Recall

- (a) Employees shall be recalled in the order of seniority, unless otherwise agreed between the Employer and Local Union, provided that the Employee has the skill and ability to perform the available work.
- (b) Where there is a Job Posting within the Employee's classification, an Employee on lay-off shall be notified by phone of the posting and may apply. Employees on lay-off shall, be offered a vacancy that results from the Job Posting process, provided they have the skill and ability to perform the work. Where more than one laid-off Employee has the skill and ability and desires to accept the position, seniority shall govern.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Sick Pay

Eligibility:

- (a) All Full-Time and Part-Time staff are eligible for sick pay benefits.
- (b) Sick days will begin accruing following the Employee passing probation.
- (c) Sick time will accumulate at 4% of hours worked.
- (d) Sick time bank is limited to maximum 200 hours.

Usage:

- (e) Time off sick will be paid upon completion of the waiting period.
- (f) The waiting period will be treated as follows :

The first shift will be unpaid. The number of hours of the first shift is the number of hours that will be lost, up to a maximum of 7.5 hours.

If an Employee leaves part way through a shift, the remainder of that shift will be unpaid. If the Employee is away the next shift, the unpaid sick hours will be the number of hours up to the extent that the first shift off was paid, to a maximum of 7.5 hours total.

- (g) One 7.5 hour unpaid waiting period will be all that is required for the 2nd absence for the same illness. Each illness will have a new waiting period.

- (h) After the 3rd consecutive missed shift due to illness, a doctor`s note may be required as evidence of illness. The cost associated with a doctor`s note is to be paid by the Employee.
- (i) Employees can choose to use sick days or use the weekly indemnity benefit plan coverage. Employees should refer to the benefit booklet for details on use and limits of the weekly indemnity benefit.
- (j) Deleted – effective June 22nd 2016.

Return to Work

- (k) Notice is required from the Employee, before a return to work, so that the Employer can determine any training that is required, prior to their return, and to work them into the schedule.

An Employee that is off for 24 weeks or more, or has not given a return to work date, shall give at least 4 weeks` notice of return to work;

An Employee that is off 4 weeks or more and less than 24 weeks, or has not given a return to work date, shall give 1 weeks` notice of return to work;

There is no specific notice requirement for sick time off less than 2 weeks.

The Employer shall assign the shifts back to the returning Employee from those Employees who were assigned the vacancies created by the leave.

12.02 Bereavement Leave

- (a) A Full-Time or Part-Time Employee who would otherwise have been at work shall be entitled to the following Bereavement Leave to be taken no later than the date of the funeral:

Up to five (5) consecutive scheduled working days in the event of death of the Employee`s current spouse or the Employee`s parent or child;

Up to three (3) consecutive scheduled working days in the event of the death of the Employee`s brother, sister, grandparent, grandchild, or current: parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law;

Up to one (1) scheduled working day in the event of the death of the Employee`s uncle, aunt, nephew, niece, or current grandparent-in-law.

- (b) An Employee may be required to provide proof of death of the relative and/or attendance at the funeral to be eligible for paid bereavement leave.

- (c) In all circumstances, paid bereavement leave shall be limited to the scheduled hours actually missed from work, and does not include pay for scheduled time off.
- (d) Upon request, additional unpaid bereavement leave may be granted at the discretion of the Department Manager, or designate.
- (e) The employee will be allowed to save one day to attend a memorial service or internment. Such requests shall be made in writing and the day shall be taken within one (1) year of the death.
- (f) Where bereavement occurs during the Employee's vacation, such vacation days shall be replaced with the entitlement set out above and shall be paid as bereavement days. The vacation days so replaced shall be rescheduled at a later time.

12.03 Maternity Leave

Maternity Leave shall be granted in accordance with the Employment Standards Act, as amended.

12.04 Parental Leave

Parental Leave shall be granted in accordance with the Employment Standards Act, as amended.

12.05 Jury and Witness Duty

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 Home, the Employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the Employee:

- (a) notifies the Employer immediately upon the Employee's notification that she will be required to attend 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 where available.

12.06 Personal Leave

- (a) Written requests for personal leaves of absence, without pay will be considered on an individual basis by management, subject to the operations of the home. Employees may continue benefit coverage by payment of premiums during the leave, subject to plan requirements.

- (b) Requests must be submitted in writing to the Department Director, or designate, with as much notice as possible, but no less than 14 days in advance of the date the leave is to start, except in the case of an emergency. It is understood that the greater the notice period, the greater the opportunity for the Employer to grant the request.
- (c) The Employee will state the reason for the leave, when it is to commence and when it will end.
- (d) The Department Director, or designate, will provide a written response within seven (7) days of the receipt of the written request, provided the request was submitted to the Department Director, or designate.
- (e) Employees returning to work after an approved leave of absence will be expected to return as per their schedule. It is the responsibility of the Employee to confirm with the Employer their return date.

12.07 Leave for Union Business

- (a) Where an Employee has been elected to the Executive Board of the Local Union or has been offered a position with the Union, she shall be granted up to one-year leave of absence to fulfil such position without loss of seniority.
- (b) It is understood that not more than one (1) Employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, 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. Any credit for seniority during a leave under this provision will be provided at the conclusion of the leave and will credit the number of hours that the Employee would have been paid during the leave. The calculation shall be based upon the monthly average for hours paid in the six months prior to the leave, prorated for the length of the leave.
- (c) It is agreed that for the purpose of WSIB coverage, such Employee shall be deemed to be employed by the Union.
- (d) In the case of Health and Welfare benefits, where the Employee chooses to stay on the Employer's benefit plan, the Union shall reimburse the Employer for the full costs of the benefit premium. Where the Employee chooses to go off the Employer plan and onto the Union plan, the Employee shall be subject to the carrier restriction when she returns and re-enrolls on the Employer plan. The Employee shall be required to ensure that they have the necessary skills to resume their previous position and if orientation is required the Union shall be responsible for the cost of the re-orientation
- (e) Requests for unpaid leave for short term Union business i.e., Union training, seminars, conferences, conventions must be submitted in writing with as much notice as possible, but at least ten (10) days. Such requests will not be unreasonably denied.

ARTICLE 13 – HOURS OF WORK

13.01 The regularly scheduled hours shall be up to 8.5 hours per day and up to 160 per schedule. This shall not be construed as a guarantee of hours of work per day or per week.

13.02 The Employer shall prepare the four week schedule and it shall be posted at least two (2) weeks in advance of the beginning of the schedule.

13.03 Except where mutually agreed Full-Time and Part-Time Employees:

(a) shall not be regularly scheduled to work more than two weekends out of every four; and

(b) shall not be regularly scheduled to work more than six (6) consecutive days.

13.04 Rest Periods and Meal Breaks

For a shift of four (4) hours or more, an Employee shall receive a 15 minute paid break. In addition, each Employee will be entitled to one thirty (30) minute unpaid meal break for each five (5) hours worked. Meal breaks shall not be considered as time worked for the purposes of determining entitlements under this Agreement.

13.05 Shift Exchanges

Where an Employee wishes to exchange a scheduled shift with another Employee, it is the Employees' responsibility to provide the Employer with a form signed by both Employees for approval, which shall not be unreasonably withheld. Such form shall be provided as far in advance as possible. Shift Exchanges shall not result in overtime pay, premium pay, or be in breach of the *Employment Standards Act*.

ARTICLE 14 – PREMIUM PAYMENT

14.01 Overtime shall be considered voluntary provided that if sufficient qualified Employees do not volunteer to enable the Employer to maintain the scheduled service, the Employer may require Employees in reverse order of seniority to work overtime, in emergencies. The Union consents to the working of overtime in such circumstances.

14.02 All overtime must be authorized by the Department Director or designate.

14.03 If an Employee is authorized to work more than one hundred-sixty (160) hours in a schedule, or more than the greater of 7.5 hours or her regular work day, she shall be paid an overtime rate of one and one half (1 ½) her regular hourly rate for all hours worked beyond. Scheduled meetings, including committees, paid education and training, of up to 2 hours which are prior to or following the Employee's scheduled shift will not attract a daily overtime premium.

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change at the request of an Employee or

a change-over to daylight saving from standard time or vice versa or an exchange of shifts by two Employees.

14.04 Overtime premium will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement, unless otherwise stated.

14.05 Employees shall receive a Weekend Premium of 15 cents per hour worked for weekend shifts.

Employees shall receive a Night Shift Premium of 40 cents per hour worked for night shifts.

14.06 Where an Employee reports for work as scheduled and no work is available, she shall receive a minimum of four (4) hours pay or her regularly scheduled hours, whichever is less, at her regular straight time hourly rate, provided she performs any duties assigned by the Employer which she is capable of doing, if her regular duties are not available.

14.07 It is the responsibility of the Employee to consult the posted work schedule. The Employer will endeavour to provide as much advance notice as practicable, no less than 12 hours, of the change in the posted work schedules. Changes to the posted work schedule shall be brought to the attention of the Employee by phone call if the Employee was not at work after the change was made. Messages left on answering machines constitutes notice. It is understood in the case of a disaster, this provision is waived.

14.08 Where an Employee is called back to work after having left the premises and before commencing her next regular shift, she will be given a guaranteed minimum of three hours at time and one-half her straight time hourly rate. This shall not apply to where an Employee comes in early to work hours before her scheduled shift.

14.09 An Employee who works a second consecutive full shift, shall be entitled to have a meal provided when it is available at the kitchen.

ARTICLE 15 – PAID HOLIDAYS

15.01 Employees shall be entitled to the following Paid Holidays:

New Year's Day	Family Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	Float Day (1)	

15.02 In order to qualify for a Paid Holiday, an Employee shall complete her full scheduled shift immediately preceding and following the holiday, unless she fails to do so for a reasonable cause, or for the following reasons:

- (a) legitimate illness or accident, lay-off, other approved leave of absence, which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer.

- 15.03 A qualified Employee who works on a Paid Holiday shall be paid Premium Pay for all hours worked on the holiday and shall be entitled to a paid day off in lieu within eight weeks of the Paid Holiday, at a time to be mutually agreed, failing which the Holiday Pay shall be paid to the Employee on the next payroll following the end of the eight weeks.
- 15.04 Where a qualified Employee is not scheduled to work on the Paid Holiday, she shall receive a day in lieu to be booked within eight (8) weeks of the paid holiday, at a time mutually agreed, failing which the holiday pay shall be paid to the employee on the next payroll following the end of the eight (8) weeks.
- 15.05 Premium Pay shall be one and one half times (x1 ½) Employee’s regular rate. Holiday Pay shall be the total number of regular hours in the two previous pay periods, divided by 20.
- 15.06 Where a Paid Holiday falls during an Employee's scheduled vacation period, she shall receive her Holiday Pay as set out herein and her vacation bank credited to reflect that the Holiday is not vacation;
- 15.07 The Employer shall, in so far as practicable, schedule all Employees off a minimum of two consecutive days during the Christmas holiday season, one of which shall be either Christmas Day or New Year’s Day. This will be done on a rotating basis with each Employee being scheduled Christmas off one year and New Year’s the next. In order to accommodate this, it is understood that the Christmas and New Year’s schedule may be reasonably amended from the normal schedule.

ARTICLE 16 – VACATION

- 16.01 Employees are entitled to vacation time based on their length of continuous service, since date of last hire, without regard to their seniority. Employees are also entitled to vacation pay calculated as a percentage of gross earnings (all hours paid, excluding vacation pay). Vacation entitlement is as follows:

Length of Service Since Last Date of Hire	Vacation Time	Vacation Pay Percentage
Less than 1 year	1 day per month to a maximum of 10 working days (prorated)	4%
More than 1 full year	2 weeks	4%
More than 3 full years	3 weeks	6%
More than 10 full years	4 weeks	8%
More than 15 full years	5 weeks	10%
More than 23 full years	6 weeks	12%

NOTE: To calculate the number of vacation days for which a person is eligible, the following formula shall be applied, based upon their regular schedule as of April 1:

Average Number of Master Schedule Days per week x Vacation Time in Weeks = Total Number of Vacation Days

e.g. 4 days per week x 3 weeks entitlement = 12 days

- 16.02 Annual vacation is granted from the period of April 1 to March 31 (fiscal year).
- 16.03 If an Employee reaches an employment anniversary during the fiscal year, the new vacation pay rate will take effect as of their anniversary date. The change in vacation time entitlement will come into effect the following April 1st.

Vacation Time Scheduling

- 16.04 All vacation must be approved by the Department Director. Vacation requests must be in writing on a vacation request form.
- 16.05 A vacation request sheet will be posted on or before January 1st of each year and will be removed on February 1st for vacation requests during the period from April 1st to September 30th of each year. Vacation schedules/approval lists will be posted on or before March 15th.
- A vacation request sheet will be posted on or before July 1st of each year and will be removed on August 1st for vacation requests during the period from October 1st to March 31st of each year. Vacation schedules/approval lists will be posted on or before September 15th.
- All Employees must request at least two (2) weeks in blocks of one (1) week or more in either of the two preceding vacation request periods.
- 16.06 Employees who have three (3) weeks or more of vacation time may take one of their weeks as individual days, and any other weeks shall be in blocks of one (1) week or more.
- 16.07 Any vacation requests made following the posting of the vacation schedule shall be considered on a first come, first served basis, based on the efficient operations of the home. Such requests shall not be unreasonably denied. Employees shall submit vacation requests a minimum of 1 week prior to the posting of the schedule for which the vacation is requested.
- 16.08 A block of vacation is considered to be at least one calendar week or 7 consecutive days.
- 16.09 Individual vacation days are considered to be any number of vacation days that are not in a block of vacation.
- 16.10 Vacations will not normally be granted from December 20th to January 5th. However, the Employer shall consider such requests on the basis of personal circumstances. Such requests shall be considered on a first come, first served basis. In the event two or more Employees apply at the same time, then the preference shall be given to the Employee who was not

granted vacation the previous year, and if neither, seniority shall govern. Any granting of such vacation is based on the efficient operations of the Home.

- 16.11 When an Employee takes a week of vacation and a Holiday falls during the week, the Employee shall receive her Holiday Pay and that day shall not be a vacation day.
- 16.12 When an Employee's scheduled vacation is interrupted due to serious illness requiring the Employee to be hospitalized, this time shall be considered eligible for payment under the sick leave plan, and shall not be vacation time, or pay and the Employee's vacation bank adjusted accordingly. The Employee shall provide satisfactory documentation upon request.

Vacation Pay

- 16.13 Vacation pay will accrue in a vacation bank for each Employee as a percentage of gross earnings until vacation time is taken.
- 16.14 When vacation time is taken, vacation pay equivalent to the scheduled time taken off will be paid from the Employee's vacation bank, via regular payroll, provided there are sufficient funds in the Employee's vacation bank. If there are insufficient funds available, the time off will still be permitted but only the funds available in the vacation bank will be paid out.
- 16.15 An Employee may submit a written request to receive payment of monies from her accrued vacation bank on or before May 1st for payment by May 31st, and November 1 for payment by November 30th. Despite the preceding paragraph, any monies left in an Employee's vacation bank at November 1st in excess of one (1) year's vacation pay accrual shall be paid out on the last pay day in November.

ARTICLE 17 – EMPLOYEE BENEFITS

17.01 Full-Time Employees

Upon successful completion of probation (or trial period if applicable), each Full-Time Employee shall enrol in Group Health, Dental and Life insurance coverages, currently in effect. There will be no waiving of the waiting period.

The Employer shall continue its existing premium contribution for Group Health, Dental and Life insurance coverages. Eligibility for payment of benefits from these plans shall be subject to the terms of the policies providing such benefits. The Employer's responsibility is limited solely to payment of the premiums as required herein and shall not be a guarantor of any benefits.

The Employer will continue the existing Manulife Pension Plan in accordance with the terms set out therein.

The Employer may implement a change to the carrier or provider of the above plans provided that the terms are substantially similar to the existing terms.

17.02 Part-Time and Casual Employees

Part-Time and Casual Employees shall receive a payment of 65 cents per hour in lieu of benefits, effective April 1st, 2016.

Part-Time and Casual Employees may qualify for participation in the Pension Plan in accordance with the terms of the Plan.

17.03 There shall be no pyramiding of any premiums of benefits under this Agreement.

ARTICLE 18 – WAGES

18.01 The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.

18.02 Deleted – effective June 22nd 2016.

18.03 The Employer shall pay all employees, who are required to wear a uniform, a uniform allowance of \$0.05 per year. This shall be paid once a year during the first pay period of each March.

ARTICLE 19 – GENERAL

19.01 The cost of providing copies of this Agreement shall be shared equally between the Union and the Employer.

19.02 The Employer shall provide the Union with a bulletin board for the Union to post Union notices.

19.03 When the Employer creates a new classification which is covered by the terms of this agreement, the parties shall meet to negotiate a wage rate for such classification. If they fail to reach an agreement, they shall submit the dispute to arbitration in accordance with the arbitration procedures outlined elsewhere in this Agreement.

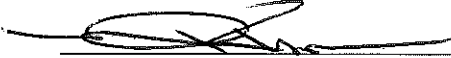
ARTICLE 20 – DURATION

20.01 This Agreement shall be effective, from date of the interest arbitration award, (June 22nd 2016), to March 31, 2017 and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other in writing within ninety (90) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement.

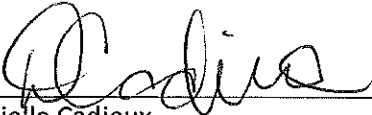
IN WITNESS THEREOF the parties hereto have executed this Collective Agreement on this *28* day of *November*, 2016.

NITHVIEW COMMUNITY

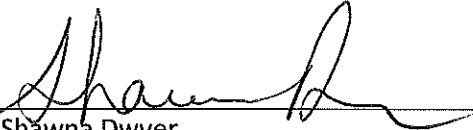
UNION



Elizabeth Klassen



Danielle Cadieux



Shawna Dwyer

Schedule A Wage Grids

Effective April 1, 2016

	Hours			
	Start	750 Hrs	1500 Hrs	3000 Hrs
Dietary Aide Attendant Housekeeping Aide Attendant Program Aide Attendant	11.40	11.63	12.10	12.59
Dietary Aide Nurse Aide Housekeeping Aide Laundry Aide Support Services Aide	16.05	16.79	17.86	18.93
Personal Support Worker	16.93	17.67	18.76	19.86
Food Service Worker	16.43	17.16	18.23	19.31
Recreation Assistant	16.59	17.33	18.41	19.50
Cook - non certified	17.84	18.56	19.64	20.73
Cook - certified	18.96	19.69	20.76	21.82
Support Services Asst Coordinator Program Asst Coordinator	17.88	18.61	19.68	20.74
Food Service Supervisor (Note 1) Restorative Care Work	21.38	21.91	22.69	23.50
Registered Practical Nurse	23.99	24.51	25.29	26.12

Note 1 - The Food Service Supervisor position is not a supervisor within the meaning of Clause 2.01

LETTER OF UNDERSTANDING RE EDUCATION POLICY and “PUT” DAYS

The Employer will continue its existing Policy on Education for the duration of this Agreement.

The existing policy for “PUT” days shall continue, but be amended with respect to five (5) shifts in a calendar year, rather than the 12 shifts. This entitlement is separate and additional to the days employees’ are entitled to under Section 50 of the Employment Standards Act.

LETTER OF UNDERSTANDING RE HARASSMENT COMPLAINTS

The Employer agrees that for the duration of this first collective agreement, where an Employee is the subject of a written resident complaint, or written harassment complaint, the Employee may request the presence of a steward when that Employee is interviewed during the investigation of that complaint by the Employer. The role of the steward shall be limited to that of an observer in the interview.

LETTER OF UNDERSTANDING RE SCHEDULING AND CALL-IN PROCEDURE

The following applies to all Departments

1. Setting and Posting Schedules

- (a) Part-Time and Casual Employees shall provide their availability as follows:
- Prior to February 1 for April 1 to May 31;
 - Prior to March 1 for June 1 to September 30;
 - Prior to August 1 for October 1 to November 30;
 - Prior to October 1 for December to January 31;
 - Prior to January 1 for February 1 to March 31.
- (b) Casual Employees must be available to work at least three (3) shifts per week. Once per month, these three (3) shifts must include a weekend.
- (c) Where an Employee wishes to request a normally scheduled shift off, she shall submit such request in writing for approval, as soon as possible, but not later than two (2) weeks prior to the schedule being posted. Such approval shall not be unreasonably withheld. In order for the request to be granted, the shift must be filled through the process below.
- (d) In preparing the schedule, the Employer shall fill any vacancies in the regularly scheduled shifts (created by such things as vacation, leaves, etc.) as follows:
- (i) Assignment of vacant shifts shall be in order of Seniority, beginning each schedule with the most senior Part-Time Employee, she shall be assigned on the schedule a shift vacancy that is within her stated availability. Additional vacancies shall then be scheduled to the next senior Part-Time Employee and so on. Where shift vacancies are from a single Employee, (such as a vacation), then the consecutive shifts may be assigned together.
 - (ii) If all shift vacancies are not filled by Part-Time Employees, then the same process shall be followed by assigning those vacant shifts to Casual Employees in seniority order and based on their stated availabilities.
 - (iii) In the event that shifts remain unfilled, then they will be offered to Full-Time Employees.
 - (iv) After the schedule is posted, Employees shall have one (1) week to submit a written request to accept any vacant shifts. Shifts shall be distributed on the basis of seniority.
- (e) Where a vacancy arises (call-in) after the Schedule is posted, vacancies shall be filled as follows:
- (i) A shift vacancy shall be offered in order of seniority to Part-Time and Casual Employees. To clarify, there shall be one list for call-ins with all Part-Time and Casual Employees listed together,

in order of seniority. Where the first Employee declines, then the shift will be offered to the next senior employee. Once that shift is filled, the next shift vacancy that arises shall be offered starting at the next Employee on the Seniority List below the Employee who took the previous vacancy.

- (ii) Where the vacancy is not filled by the Part-Time Employees or Casual Employees, the shift shall be offered to Full-Time Employees.
 - (iii) In the event that a shift vacancy remains unfilled, the vacancy shall be filled in accordance with the Collective Agreement.
 - (iv) In order to “offer” the shift, the Employer shall call the telephone number provided by the Employee on their availability form. If the Employee does not answer, then the next Employee shall be called.
- (f) For the purposes of this Letter of Understanding:
- (i) Seniority List shall mean the current posted list;
 - (ii) The parties recognize that this Letter of Understanding represents a new method of scheduling and filling vacancies and agree to meet and discuss any issues related to implementation in a good faith effort to resolve these issues. Such issues may be brought forward in the Labour Management Meetings.
 - (iii) It is understood that all Employees will be called for call-in shifts, unless they submit a “do not call” form to the Employer. An Employee may have her name removed from the call-in list by completing the Employer’s “do not call” form, including date and signature, and submitting it to the appropriate supervisor. An Employee, who has had her name removed from the call-in list, may have her name added back to the call-in list by completing an updated “do not call” form, including date and signature, and submitting it to the appropriate supervisor.

LETTER OF UNDERSTANDING RE MAINTAINING STATUS

When an employee moves to a temporary position with a different status they shall maintain the status of their regular position.

Full-time employees in temporary part-time positions shall maintain full benefits for the duration of the temporary position.

LETTER OF UNDERSTANDING RE RESOLUTION OF RPN WORKLOAD ISSUES

The Employer agrees to employ sufficient registered staff to meet the staffing needs that may be set from time to time by statute and/or regulation.

The parties agree that resident care is enhanced if concerns relating to professional practice/workload are resolved in a timely and effective manner.

In the event that Nithview assigns a number of residents or a workload to an RPN or group of RPNs such that they have cause to believe that they are being asked to perform more work than is consistent with proper resident care, they shall:

- (a) At the time the workload issue occurs, discuss the issue with the RN to develop strategies to meet resident care needs using current resources.
- (b) Failing resolution of the workload issue at the time of the occurrence, the RPN(s) will discuss the issue with her/his manager or designate on the manager or designate's next working day.
- (c) Failing resolution, the complaint shall be submitted in writing to the Labour-Management Committee. The Chair of the Labour-Management Committee shall convene a meeting of the Committee within twenty (20) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.