

COLLECTIVE AGREEMENT

Between

THE SALVATION ARMY EVENTIDE HOME

and

CLAC LOCAL 302

DURATION: July 1, 2023 - June 30, 2026

COLLECTIVE AGREEMENT

Between

**THE SALVATION ARMY EVENTIDE HOME
(hereinafter referred to as "the Employer")**

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302
(hereinafter referred to as "the Union")**

DURATION: July 1, 2023 - June 30, 2026

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COLLECTIVE AGREEMENT

PREAMBLE

The Salvation Army, which is a World-Wide Christian Religious Movement, has a deep concern for an involvement for services for the disadvantaged in society, which arises from its belief in Jesus Christ.

The parties seek to establish a very caring atmosphere in the Salvation Army The Honourable Ray and Helen Lawson Eventide Home.

The deeply Religious Philosophy of the Salvation Army is integral to all facets of the operation of the Salvation Army The Honourable Ray and Helen Lawson Eventide Home. This necessitates the participation by the employees in the provision of a highly compassionate service to every resident.

The nature of the Salvation Army and its Christian Philosophy is recognized by the Union in all interactions with the Salvation Army. The Salvation Army recognizes the integrity of the Union in all interactions.

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.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the bargaining agent for, and this Collective Agreement shall apply to, all employees of the Salvation Army The Honourable Ray and Helen Lawson Eventide Home in the Region of Niagara, Ontario, save and except supervisors and those above the rank of supervisor, office and clerical staff.

2.02

- a. “Regular part-time” is defined to mean an employee who is employed in a permanent position for less than twenty-five (25) hours per week, or a temporary position of any kind.
- b. A “full-time” employee is defined as one who is regularly employed in a permanent position for twenty-five (25) or more hours per week.
- c. A “casual” employee is defined as an employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer’s needs.

Casual employees will be entitled to the rights or privileges of this Collective Agreement except:

Article 14 – Layoffs

Article 15 – Holidays

Article 17 – Insurance Plan

Article 19 – Sick Leave

Article 22 – Bereavement Leave

Article 23 – Jury Duty

Casual employees will be paid Holiday Pay according to the provisions of the *Employment Standards Act*.

Should a casual employee not perform work for the Employer for a period of two (2) months, they shall then be removed from the call-in list.

- d. A “Supervisor or Immediate Supervisor”, when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

2.03 Supervisors or other employees of the Employer shall not perform work normally done by employees in the bargaining unit if this would mean less available work for the latter unless:

- a. an emergency exists;
- b. for the purposes of instruction; or
- c. qualified staff is not available.

Nothing herein precludes the use of volunteer workers.

2.04 The Union acknowledges and recognizes that the Management of the Home and the direction of the work force are fixed exclusively in the Employer and as may from time to time be altered by the Ministry and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a. maintain order, discipline and efficiency;
- b. hire, classify, direct, approve, promote, and lay off employees;
- c. discharge, demote, suspend or otherwise discipline employees for just cause provided that an employee who has attained seniority shall have the right to grieve the discharge pursuant to the grievance procedure contained

herein. The discharge of a probationary employee shall be at the sole discretion of the Employer;

- 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 after discussing same with the Union;
- f. make and alter from time to time reasonable rules and regulations to be observed by the employees after discussing same with the Union.

2.05 The Union reserves the right to request consultation and or clarification concerning any change which may occur which affects the employees under its jurisdiction at a time mutually agreed to.

2.06 The Employer shall not subcontract work if that would result in the bargaining unit personnel to be laid off or to work fewer hours than they would normally work.

ARTICLE 3 - UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. Five (5) Stewards shall be recognized by the Employer providing the Union notify the Employer in writing of the names of such Stewards;
- 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.

- c. CLAC Representatives shall notify in advance the Administrator of the Home and secure his/her permission before conducting any business in the Home and shall not unreasonably interfere with the work of the Home.

3.02

- a. A Steward 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. The Steward must first obtain permission from her Supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Steward will report to her Supervisor and then return to her regular duties.
- b. The Union will be allowed to participate in the New Staff Orientation Program. The Steward will be allotted ten (10) minutes within the program to greet new employees and discuss Union Membership.

- 3.03** The Union has the right to appoint five (5) employees to be members of the Bargaining Committee. The Union will endeavour to ensure that not more than two (2) bargaining committee members are from the same classification.

3.04

- a. Once every second month, employees may be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These meetings may be attended by Representatives of the Union. The Union shall arrange for a mutually satisfactory

date with the Administrator or his designate one (1) week before the meeting.

- b. It is understood however, that no employee who is scheduled to work will leave her work station to attend such meeting. In some cases, permission to leave the work station may be granted by the Supervisor.

- 3.05 Providing that this does not result in any overtime costs to the Employer, the Employer shall grant a two (2) day leave of absence per calendar year to a maximum of five (5) Stewards for the purpose of attending Union seminars, provided the necessary scheduling arrangements can be made. The Employer reserves the right to deny an application for leave if the granting of the leave cannot be accommodated due to scheduling difficulties. The Employer agrees to pay any lost wages for two (2) Stewards per calendar year to a maximum of four (4) days paid (i.e. two (2) paid days for two (2) Stewards).

The Employer agrees to grant leave of absence for Union business to a maximum of two (2) employees annually selected by the Union to attend conventions, conferences and to participate in other Union business, providing scheduling conditions permit. It is understood that the maximum total of all leaves granted under this section will not exceed thirty (30) normal working days per employee in any calendar year, and not more than one employee shall be absent at one time. Requests for such leave of absence shall be made, in writing, at least four (4) weeks in advance. The Employer shall maintain the members' wages for the duration of such leave and bill the Union to be reimbursed for the payment; after ten (10) working days of leave, the benefit costs shall be added to the Union reimbursement.

3.06 Labour/Management Committee

- a. Providing that this does not result in any overtime costs to the Employer, the Employer and the Union agree to the establishment of a Labour Management Committee consisting of an equal representation from both parties, but no more than four (4) representatives from each party.
- b. The Committee shall meet quarterly, unless otherwise mutually agreed between the parties. A request for a Labour Management Committee meeting shall be made in writing at least one (1) week prior to the date proposed. The meetings shall be on the premises of the Employer. The time of such meetings shall be determined by mutual agreement.
- c. A request for a Labour Management Committee meeting shall be accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. The Committee may not amend the language of the Collective Agreement.
- d. The CLAC Representative who services the bargaining unit may attend upon reasonable notice having been provided to the Employer. A representative of the Employer may attend upon reasonable notice having been provided to the Union.
- e. Employees attending such meetings shall be paid for wages lost from their regularly scheduled hours to a maximum of one (1) hour if the meeting is held during the employee's regular working hours.

- f. Minutes of the meetings will be kept and will be made available to the Union and the Employer and will be posted on the bulletin board.
 - g. Where either party agrees to provide further follow-up information, the party will endeavour to provide such information as soon as possible.
- 3.07 Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practicable after the receipt of the annual CMI/RAI MDS 2.0 (as amended) results. If there is an increase or decrease which would directly impact staffing levels the employer agrees to discuss the data with the union at a labour management meeting.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 There shall be no strike or lockout so long as this Agreement continues to operate. The definitions of "strike" and "lockout" are as specified in the *Ontario Labour Relations Act*, R.S.O., 1995, c.228 as amended.
- 4.02 The Employer agrees that during the term of this Agreement and while negotiations for the renewal of this Agreement are taking place (including arbitration proceedings), the Employer shall not lock out any of its employees.

The Union agrees that during the term of this Agreement and while negotiations for the renewal of this Agreement are taking place (including arbitration proceedings), the employees shall not participate in "strike" activity as specified in the *Ontario Labour Relations Act*.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF

- 5.01 Neither the Employer nor the Union will compel employees to join the Union. Similarly, neither the Employer nor the Union will discriminate against any employee because of Union membership or the lack thereof. The Employer will advise all new employees of the existence of a Collective Agreement.
- 5.02 The Employer is authorized and shall deduct each month an amount equal to Union dues from each employee's pay. Such deductions shall go into effect with the first month of employment of an employee.
- 5.03 The total amount checked off will be turned over to the Union treasurer each month within a week after the check-off is made together with an itemized list of the employees for whom the deductions are made, their pay rate, hours of work, overtime hours and the amount checked off for each. The annual amount of union dues deducted and remitted to be indicated on the annual T4 slip. The Employer will notify the Union office in writing on the last business day of every month of the names, addresses, telephone numbers and classifications of all new employees hired the previous month who are subject to this Agreement.

The Union agrees to indemnify and save the Employer harmless from any liability arising from this Article.

- 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.

ARTICLE 6 - PROBATIONARY PERIOD

6.01 Full-time and part-time employees shall serve a probationary period of four hundred and fifty (450) hours.

Upon completion of the probationary period, an employee shall obtain seniority based on the employee's last hiring date.

6.02 Upon completion of the probationary period, each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire. In addition, each new employee shall be credited from the date of hire with the appropriate sick leave credits and uniform allowance.

6.03 New employees shall receive three (3) days of paid orientation. During this orientation, the new employee shall be an extra on staff. The orientation period may be extended if the Employer deems it necessary.

ARTICLE 7 - WAGE PROGRESSION

7.01 For the purpose of wage progression within classifications nineteen hundred and fifty (1950) hours worked shall constitute one (1) year. Hours worked shall include all hours worked and time spent on orientation and paid for as well as vacation time, paid holidays and paid sick leave and as required by law.

ARTICLE 8 - JOB POSTING AND VACANCIES

8.01 When filling a vacancy within the bargaining unit, the Employer shall give preference to members of the bargaining unit. All permanent vacancies and new classifications within the bargaining unit which the Employer intends to fill shall be

posted on the bulletin board for a period of seven (7) calendar days, and subject to 8.05b., any employee in the bargaining unit may make application in writing for such vacancy within the posting period.

8.02 The Employer shall post all vacancies, including temporary vacancies, which the Employer intends to fill and indicate:

- a. a job description;
- b. the starting date of such a position;
- c. the qualifications required;
- d. the department concerned;
- e. the shift or shifts;
- f. whether the position is full-time or part-time or temporary.

Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. If at the 60th day the absent employee is expected to return within two (2) weeks, the Employer may continue to fill the vacancy at their discretion. If at the 60th day the absent employee is not expected to return within two (2) weeks or in the event that the employee who was expected to return within two (2) weeks does not do so, the Employer shall post the vacancy, if they intend to fill it.

In filling such vacancies during the discretionary period consideration shall be given to qualified regular part-time employees in the bargaining unit on the basis of the considerations in clause 8.03. It is understood, however, that where such vacancies occur on short notice, failure to offer 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. In instances where an employee returns to

work prior to estimated date of return, the Employer shall not be liable for any payments to the resulting displaced employee or employees. Upon completion of the temporary vacancy, such employee and any other affected employee shall be reinstated to his or her former position unless the position has been discontinued, in which case he or she shall be given a comparable job or the layoff procedure shall be invoked.

- 8.03 A position created as a temporary posting by the Employer will be posted as a permanent position after one (1) year if the position continues. This provision does not apply to a vacancy created by an employee on a leave of any kind.

A temporary vacancy created by an employee on a leave of any kind will be posted with a maximum duration of one year. If, in the 11th month of a temporary posting it is expected to continue, it will be reposted for one additional year. At the end of the second year the status of the vacancy will be evaluated on a case by case basis.

- 8.04 An employee who applies for and accepts a temporary posting must continue in that posting for a minimum of six (6) months and may not accept another posting during that time unless for more hours or a permanent posting, or a posting in another classification. Additionally, the employee may accept a temporary posting for a preferred shift only once during the six month period.

- 8.05
- a. Application(s) shall be considered upon the following terms:
 - i. qualifications, skill, ability, and reliability;
 - ii. seniority.

Note: “qualifications” indicates the “essential criteria” contained in the job description/postings as determined by Management to be required.

Where the qualifications in (i) are relatively equal, seniority shall govern. In determining relative equality, the Employer shall exercise its discretion in a fair and reasonable manner.

b. Subject to Article 8.09 where seniority is the governing factor, the job will be awarded to the employee with the greatest seniority within the following classification groupings:

- i. RN
- ii. RPN
- iii. PSW or equivalent (including legacy HCAs)
- iv. Recreation
- v. Certified Cook/Cook/Kitchen Aide
- vi. Laundry/Housekeeping/Maintenance

Seniority for job posting purposes shall be defined according to the length of employment with the Employer as defined in Article 13.01.

8.06 A full-time employee who is temporarily transferred by the Employer shall not receive a decrease in pay.

8.07 The Employer will make every reasonable effort to fill a vacancy within seven (7) days after the end of the posting period, unless no internal applicants apply for it, or accept it when offered the position. The name of the successful applicant will be posted for seven (7) days. If a vacant position cannot be filled internally, the Employer shall give preference to an employee on layoff, provided such employee is in the

Employer's judgement (which judgement shall not be unreasonably exercised) qualified to perform the required work. If the external process is exhausted (60 days following the initial posting) the position shall be reposted.

- 8.08 Employees who are on vacation or on an approved leave of absence may indicate in writing in advance their desire to apply for a posting, if such a posting should occur during their absence. But nothing herein shall delay or prevent the Employer from filling the vacancy.
- 8.09 Notwithstanding anything in this Article, the Employer may give preference notwithstanding seniority giving consideration to an employee from a different classification grouping for the purposes of meeting its obligations under the *Human Rights Code*.

ARTICLE 9 - JOB CLASSIFICATIONS AND RATES OF PAY

- 9.01 Employees shall be classified and paid in accordance with Schedule "A" attached hereto.

An employee in one (1) job who successfully applies for a second (2nd) job at the Eventide Home, in accordance with Article 8.05, shall be paid the rate for each job while performing the work of that job. In such instance Article 9.07 would not apply.

- 9.02 Wages shall be paid on or before applicable Thursdays, on a bi-weekly basis, no later than 2:00 p.m. Pay summaries shall be sent out to the employees' on or before the actual pay date via email or regular mail.

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Payroll errors, not the fault of the employee, shall be paid on the first working day, or sooner if possible, after it is brought to the Employer's attention.

- 9.03 Unless an employee is advised prior to reporting for work that no work is available, then an employee who is scheduled and reports for work in a normal manner and is notified that no work is available shall receive a minimum of four (4) hours of pay. If the employee is requested to remain, she shall be paid for the entire time worked irrespective of the type of work done.
- 9.04 When an employee is "called in" for an emergency, she shall receive a minimum of four (4) hours' pay at the appropriate rate unless the shift is one which is regularly scheduled to be less than four (4) hours.
- 9.05 When a new classification within the bargaining unit is established the parties shall negotiate the wage rate. If they fail to reach an agreement, they shall submit the matter to arbitration in accordance with the arbitration procedures in Article 29.
- 9.06 When an employee is called upon to perform duties in a higher rated classification, he/she shall be paid not less than the start rate for that classification. If the start rate in the higher classification is less than that employee's own rate, the employee will be paid their own rate. An employee who regularly works in two classifications shall accumulate hours in both classifications based on hours worked in each as per Article 7.01.
- 9.07 **In Charge Pay**
Employees shall be paid premiums as listed in Schedule "B".

9.08 The Employer will recognize recent related RN and RPN experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment.

In the event an RN is hired with RPN experience, years of RPN experience will be included as two years of RPN service equals one year of RN service, to a maximum of three (3) years experience as an RN.

ARTICLE 10 - WORK SCHEDULES, HOURS OF WORK AND OVERTIME

10.01

- a. The Employer shall endeavour to establish a master schedule for all classifications. The schedule will be updated on a daily basis. Barring unforeseen circumstances, the Employer shall post work schedules on a two (2) week basis at least one (1) week prior to the effective date of the schedule. Subject to 20.01(c), no changes shall be made in the schedule of the employees once the effective date has been reached unless the employee(s) agrees. Employees who have days or hours added to their schedule after the work schedule is posted, shall be so informed by the Employer at the time that the extra work is added to the schedule.
- b. Employees may exchange working days, giveaway shifts and off days providing such change is approved by the manager

prior to the exchange, and providing no employee shall work in excess of eight (8) consecutive days due to such an exchange or more than one hundred and sixty (160) hours in any four (4) week period. Such voluntary exchanges shall not result in overtime payments except as specifically outlined in Article 10.04 b. v. when call-ins are made after a change of shift has been approved that result in an employee working more than seven (7) consecutive calendar days.

Employees must provide at least forty-eight (48) hours written notice of exchanges, giveaways or requests for time off. Employees may make a last-minute request where the circumstances are beyond the employee's control.

Should an employee demonstrate a pattern of switching shifts and/or picking up shifts and subsequently calls in sick, the Employer will have reasonable cause to request that employee to provide a medical certificate for that day on the employee's next regularly scheduled shift, on the following terms:

- i. The medical information will be kept confidential and will not be disclosed to a third party without the employee's consent; and
- ii. The cost of such certificate will not be reimbursed by the Employer.

Should an employee demonstrate a pattern of giving away and/or picking up shifts and subsequently giving them away, the Employer will have reasonable cause to deny subsequent requests that would continue this pattern.

During an outbreak the Employer may stop approving shift exchanges.

- c. Employees within the same classification may voluntarily exchange scheduled shifts upon their manager's or designate approval (which shall not be unreasonably withheld). It is understood that any such voluntary exchange shall not result in overtime payment by the Employer.
- d. The Employer will respond to requests for days off or vacation requests as soon as reasonably possible, normally within 3 business days for lieu days, shift exchanges and giveaways, and 5 business days for vacation requests and leaves of absence.

10.02 Full-time employees will not be moved to other shifts unless mutually agreed upon, or unless they were hired for all shifts.

10.03 Nothing herein shall constitute a guarantee of hours of work per day or per week. Notwithstanding the forgoing, no shift shall be less than four (4) hours in duration, except for evening dietary shifts and (mandatory) in-services. The Employer shall schedule employees for each department to reflect the twenty-four (24) hour, seven (7) day nature of the facility and the need of the residents as follows:

- a. **Nursing Staff:** (RN, RPN, PSW, HCA & NA) eight (8) hours inclusive of one-half ($\frac{1}{2}$) hour paid lunch as conditions permit.
- b. **Activity Department:** eight (8) hours inclusive of one-half ($\frac{1}{2}$) hour paid lunch.

- c. **Housekeeping Staff:** eight and one-half (8½) hours inclusive of one-half (½) hour unpaid lunch.
- d. **Laundry Staff:** eight and one-half (8½) hours inclusive of one-half (½) hour unpaid lunch.
- e. **Kitchen Staff:** There will be coverage in the kitchen from 7:00 a.m. to 9:00 p.m., inclusive of one-half (½) hour unpaid lunch.
- f. **Cook:** eight and one-half (8½) hours inclusive of one-half (½) hour unpaid lunch.
- g. **Maintenance:** 7:00 a.m. to 12:00 midnight.

Note: When only one Maintenance person is on shift he/she shall receive a paid lunch.

The parties recognize that there are existing shifts, including short shifts, that vary from the time 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 residents. Changes will not be implemented with concern for and without consultation and mutual agreement with the Union.

- 10.04 Overtime pay is defined as one and one-half (1½) times the straight time hourly rate and shall be paid under the following conditions:
- a. must be authorized by the Supervisor;
 - b. employees shall receive overtime for all work performed:

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- i. in excess of eight (8) hours per day, except in the dietary department, in a call-in situation only (Article 10.06) where two (2) shifts are worked in a day, the hours worked will be paid at the straight time hourly rate;
 - ii. in excess of eighty (80) hours in a bi-weekly pay period;
 - iii. in excess of seven (7) consecutive calendar days, whether worked at straight time or overtime;
 - iv. within the specified “break” defined in Article 10.05b.
 - v. Previously approved change-of-shifts or shift exchanges will be included in the calculation of iii. above when call-ins are being made. (*Explanation: they count toward working in excess of seven (7) consecutive calendar days to qualify for overtime pay.*)
- c. Exception: Dietary shifts of three (3) hours duration will not be included in the count of number of shifts worked consecutively in Article 10.04 b.iii.) (overtime after 7 consecutive shifts). Instead, the Employer will not schedule employees to work more than seven (7) three (3) hour shifts on consecutive days in the Dietary department. If this is done, the eighth and subsequent consecutively scheduled shifts will be paid at overtime.

10.05 Scheduling

- a. At the change of shift there will normally be additional unpaid time required for reporting which shall be considered to be part of the normal hours of work for a period of up to fifteen (15) minutes duration. In the event of an emergency, should the reporting time extend beyond

fifteen (15) minutes, however, the entire period shall be considered overtime for the purpose of clause 10.04.

- b. Unless the employee agrees otherwise:
 - i. No nursing staff employee shall be scheduled to work more than two (2) different shifts in one work week without a break of at least sixteen (16) hours. Note: it is understood that it may be necessary to have a fifteen (15) hour break at the time of rotation of floors.
 - ii. No housekeeping, laundry or kitchen staff employee shall be scheduled to work more than two (2) different shifts in one work week without a break of at least ten (10) hours.
 - iii. For call-in purposes (Article 10.06), the break between shifts shall be a minimum of eight (8) hours.
- c. Unless an emergency situation exists, no employee shall be scheduled to work more than (7) consecutive days without a day off.
- d. The Employer shall arrange shifts so that each employee shall have a free weekend every third week or more often unless otherwise agreed. The Employer will endeavour to arrange shifts so that the employee may have a free weekend every second weekend whenever possible, unless otherwise agreed or unless hired for the specific purpose of working weekends.
- e. A weekend premium of forty cents (40¢) per hour worked will be paid for all hours worked on any shift beginning on

or after 11:00 p.m. on Friday and ending on or before 11:00 p.m. of that Sunday.

- f. An evening shift premium of five cents (\$0.05) per hour worked will be paid for all hours worked from 2:00 p.m. until 10:00 p.m.

- g. **Night Shift Premium**

A night shift premium of ten cents (\$0.10) per hour worked shall be paid for all hours worked from 10:00 p.m. until 6:00 a.m. the following morning.

- h. A full-time position will not be split into two or more part-time positions without the agreement of the Union, and such agreement shall not unreasonably be withheld.

10.06 Call-In Procedure

- a. Where a shift is short due to absenteeism and the manager or designate deems it necessary, all reasonable effort will be made to attempt to replace the absent employee or employees.

Each call-in will be exhausted (including offering the shift to employees eligible for the over-time premium) before the shift may be assigned to a person who is not an employee (i.e. agency staff).

- b. The Employer shall maintain a list of part-time employees to be available for call-in replacement. Full-time employees who are not scheduled for ten (10) shifts in a two (2) week pay period may have their names added to the call-in list. This list shall be posted in order of seniority.

Employees on the call-in list shall be called in order of seniority beginning with the most senior employees until the staff shortage is filled.

Each call will be indicated on the call-in sheet as to “worked”, “no answer”, “message left”, “refused”.

If the employee’s telephone is answered by a recording device or service or paging system, the Employer shall advise of the call-in opportunity, or leave a call back number. The Employer shall continue the call-in process. If the employee called, having been left a message or a call back number, calls the Employer before the call-in is filled, and accepts the work, the employee will be given the call-in. If more than one employee has been left a message, or a call back number, the first employee to return the call and accept the work receives the work. Regardless, if the work has been accepted, by another employee, employees calling back have lost the opportunity.

If the employee’s telephone has been answered by a recording device or service, or a paging system, the call-in sheet will show “no answer”, “message left”.

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called into work, until such time as all employees that are available would be eligible for overtime pay. Employees shall be informed if they are being called for an overtime call-in.

After all employees who could work the shift at straight time have been called, the Employer will call starting again from the top of the list, beginning with the most senior employee who indicated availability for that shift (whether full-time,

part-time, or casual) and proceeding to the least. The Employer will not call employees who did not indicate availability unless necessary. Employees who did not indicate availability will not be called until all employees who did indicate availability have been called at the over-time rate. Employees who did not indicate availability may not submit a grievance if they are not called, and the Employer may call them in any order.

For clarification this call-in procedure is not rotational.

Casual employees shall provide their availability (2 shifts minimum) in writing at least one (1) week prior to the posting of the schedule.

- c. If an employee who should have been called for a call-in, and was not called, she shall be entitled to be scheduled to work as an extra at a time mutually agreed between the Employer and the Employee, and will be compensated according to the conditions of the call-in shift. If more than one employee is missed, the most senior person shall receive the extra work.
- d. Employees called in for a shift on their day off will be paid for the full shift if:
 - i. they are called in within one (1) hour of the starting time of the shift and they report within one (1) hour of the call, and
 - ii. they work the full remaining portion of the shift.

10.07 Temporary Shift Reduction Policy

Employees regularly scheduled nine or ten (9 or 10) shifts in a two (2) week period may temporarily reduce their scheduled hours for a period not to exceed six (6) months for personal or immediate family health reasons and subject to the following conditions:

This right will be restricted to full-time employees only.

A full-time employee may drop full shifts up to a maximum of two (2) shifts per pay period.

When the full-time employee's job is vacated the job should be re-posted as it was originally.

Part-time employees cannot become full-time by picking up these particular shifts, and their benefit status will remain as part-time.

A full-time employee who takes advantage of this policy will be used for call in on days off only after all part-time employees have been called, even if they have more seniority. In the event such employee works a call in shift, he/she will not qualify for overtime pay until he/she works more hours than originally scheduled prior to reducing hours of work.

ARTICLE 11 - DAYLIGHT SAVINGS TIME

11.01 The Employer will pay its employees for actual hours worked during the annual change from daylight savings time to standard time, and standard time to daylight savings time, without incurring overtime due to this change.

ARTICLE 12 - LUNCH AND REST PERIODS

12.01 There shall be one (1) fifteen minute rest period with pay during each half shift at times designated by the Employer.

For every four (4) hours worked, there shall be a fifteen (15) minute rest period with pay during such shifts at times designated by the Employer.

Employees shall be granted one-half ($\frac{1}{2}$) hour unpaid lunch period for each shift of more than five (5) hours except where otherwise specified.

ARTICLE 13 - SENIORITY

13.01 Seniority shall accumulate for an employee according to the length of employment with the Employer, commencing from date of hire. In circumstances where two or more employees are hired on the same date, the employee who commenced work sooner shall have higher seniority. If two employees commenced work at the same hour, the employee with the earlier birthdate (in the year) shall have higher seniority than the employee with the later birthdate. The determination to assign one employee with greater seniority over another who was hired on the same day shall not be subject to further inquiry or dispute after the employees affected have been listed on the seniority list in the same order on two consecutive seniority lists.

13.02 The Employer shall maintain and post seniority lists and make copies available to the Union on or about February 1 and July 1 each year.

13.03 Service shall accumulate on the basis of hours, including all

- a. hours paid
- b. hours credited for leaves of absence that are protected under the *Employment Standards Act*.

During such leaves, the employee will be credited with their regular hours of work. This shall be defined as the greater of:

- i. the hours regularly scheduled in the employee's job posting(s)
- ii. actual hours worked in the 20 weeks leading up to the leave, but not including:
 - 1. weeks where the employee did not work at all, unless periodic employment is normal for the employee,
 - 2. weeks where the employee's hours were reduced due to:
 - pregnancy related illness, or
 - layoff

13.04 An employee's seniority rights shall cease to exist and her employment shall be terminated if she:

- 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 she has a justifiable reason satisfactory to the Employer;

- d. is laid off for a continuous period of more than twenty-four (24) months;
- e. has been absent for three (3) consecutive working days without having notified the Employer unless a reason satisfactory to the Employer is given;
- f. retires.

ARTICLE 14 - LAYOFFS

14.01 No full-time employee will be laid off by reason of substantially all of her duties being assigned to two or more part-time employees.

In all cases of layoff and recall from layoff, the following factors shall be considered:

- a. seniority
- b. qualifications, skill, ability and reliability

Where the factors in (b) are relatively equal, factor (a) shall govern, provided the employees have the qualifications to perform the work in question.

In such cases, the employee with the highest seniority shall be laid off last and recalled first.

Seniority for the purpose of layoffs shall be the same as for job postings, as set out in Articles 8.05b. and 8.09.

Definition

A layoff includes a reduction in hours if it is greater than three (3) hours per week, or if the reduction results in a change of status (for example, from full-time to part-time), or in any

other change to the employees terms of employment, (such as a change in the level of benefits provided, or share of premium payments.)

Layoff Procedure

An employee who is laid off will be given the opportunity to:

- a. accept the layoff; or
- b. displace another employee with less seniority, provided the senior employee is qualified for and can perform the duties without training other than orientation. This displacement shall be called “bumping.” An employee who is “bumped” is laid off.
- c. The decision of the employee to choose (a), or (b) above shall be given in writing to the Administrator within one calendar week following the initial notification of layoff, or if this is not possible due to extraordinary circumstances, the employee must do so as soon as is reasonably possible.
- d. An employee bumped from her position must receive written notice of layoff from the Employer, as indicated in (f) below. Within two (2) business days after receipt of this notice she must choose either to accept the layoff or to bump another employee. Her choice shall be given to the Employer in writing. Employees failing to indicate their desire to bump will be deemed to have accepted the layoff.
- e. Where mutually agreed by the parties, a meeting may be held to clarify the expected bumping outcomes to expedite the bumping process.

f. All employees reasonably expected to be potentially affected by chain bumping will receive notice at the time of the first layoff.

14.02 Where there is a permanent layoff as defined in the *Employment Standards Act*, the Employer will provide employees with notice of layoff equivalent to one (1) weeks' notice for each year of service to a maximum of eight (8) weeks. Whenever possible employees entitled to less than the two (2) weeks' notice will be given two (2) weeks' notice.

14.03 An employee who is recalled to work after a layoff must return to work within two (2) working days if unemployed and within five (5) working days if employed elsewhere. It shall be sufficient for the Employer to send notice of recall to the employee's last known address by registered mail. If the employee does not return within the specified time, the employee shall be deemed terminated unless a reasonable explanation satisfactory to the Employer is given.

14.04 In the event of permanent layoff, or severance, employees will be entitled to be paid an amount equal to one (1) week of their regular wages per year of employment, to a maximum of thirty (30) weeks wages.

For the purpose of severance, a week of regular wages will be equal to the average earnings earned prior to any reduction in the work within the thirteen (13) weeks leading up to the permanent layoff or termination.

If the home is sold prior to the termination of the collective agreement the parties will meet no later than 90 days prior to the sale to discuss severance options.

ARTICLE 15 - HOLIDAYS

15.01 Subject to Article 15.03, all full-time employees will receive:

- a. The following days are paid holidays under this Agreement for full-time employees:

<i>New Year's Day</i>	<i>Labour Day</i>
<i>Family Day</i>	<i>Thanksgiving Day</i>
<i>Good Friday</i>	<i>Remembrance Day</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>
<i>Civic Holiday</i>	

All full-time employees will receive a holiday on their birthday. The holiday may be taken any time within the calendar year of the birthday, provided the employee gives 2 (two) weeks' notice prior to the posting of the schedule of their preferred date and the Employer agrees. If no agreement can be reached, the holiday shall be on the employee's birth date.

- b. The following days are paid holidays under this Agreement for part-time employees:

<i>New Year's Day</i>	<i>Civic Holiday</i>
<i>Family Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>

- c. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such

additional holiday will replace one of the designated holidays set out in this Article.

- d. The National Day of Truth and Reconciliation shall be recognized as a holiday but does not attract premium pay. Employees shall either get the day off with pay or shall receive another day off in lieu.

15.02 An employee assigned to work on a paid holiday shall be paid at the rate of one and one-half (1½) the regular hourly rate for each hour worked, in addition to regular wages for the holiday.

15.03

- a. In order to be entitled to a statutory holiday with pay, an employee must work her last scheduled working day before and her first scheduled working day after the holiday unless:
 - i. an employee is excused in writing by the Employer; or
 - ii. the employee fails to work all of her regularly scheduled shift either before or after the holiday and has reasonable cause.

This restriction shall not apply if an employee is excused in writing by the Employer or if he/she is ill on one of the qualifying days and produces an appropriate doctor's certificate stating the reason for absence.

- b. Notwithstanding anything in a., an employee who is absent from work for a period in excess of twenty-eight (28) calendar days shall not be eligible for statutory holiday pay.
- c. Employees who celebrate religious days other than those identified above may request in writing to have those days taken off with pay in exchange for Civic Holiday,

Remembrance Day and Employee's Birthday. In such cases, the employee working on any of the substituted days (i.e. Civic Holiday or Remembrance Day) will be paid at her regular wages.

- 15.04 Employees 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. If an employee has worked on Christmas Day the previous year, the Employer shall make every effort not to schedule her for Christmas Day the following year.

An employee who is granted vacation during Christmas or New Year's will not have her vacation interrupted to meet the alternating pattern of working during Christmas or New Year's. Casual employees will be expected to work either during Christmas or New Year's each year (in an alternating pattern) and will be informed of this obligation upon date of hire.

- 15.05 If a paid holiday occurs during the vacation period or on a regular day off, of an employee, such employee shall receive an additional day's pay in lieu of the holiday at straight time. An employee may, however, prior to the schedule being posted, inform her manager or designate of her preference to take an additional day off with pay.

- 15.06 Full-time employees who work on a statutory holiday and who are entitled to holiday pay for that day will be entitled to bank the holiday pay if the employee requests it in writing. A day so banked is called a "lieu day." Full-time employees may bank as many lieu days as they wish, to a maximum of six lieu days at a time. Lieu days may be taken at any time where approved by the employer subject to the needs of the home. Such approval shall not be unreasonably withheld.

Employees have one year to request their lieu day from the date it was banked. Any banked lieu day not taken within a calendar year of banking said lieu day shall be paid out on the first pay day following.

ARTICLE 16 - VACATION PAY

16.01 Employees shall be entitled to vacation according to the following schedule:

Period Worked	Time Off	Vacation Pay
a. Less than 1 year	2 weeks	4%
b. 1 - 7 years	3 weeks	6%
c. 8 - 14 years	4 weeks	8%
d. 15 - 22 years	5 weeks	10%
e. 23 - 26 years	6 weeks	12%
f. 27 years or more	7 weeks	14%

“Period Worked” for the purpose of calculating weeks of vacation entitlement will be interpreted to mean “completed years of service as of December 31st of the year prior to the year for which vacation is granted.

For the purpose of calculating vacation pay “Period Worked” shall be determined as at the employee’s anniversary date. For clarity, the increase in the percentage of vacation pay will occur on the employee’s anniversary date.

No time off will be given to an employee for vacation unless such employee has completed a minimum of six (6) calendar months of service. Such time off will not take away the employee's right to vacation pay.

Part-time employees shall accumulate vacation credits on the basis of 1950 hours equalling one (1) year of service.

16.02 Vacation pay is calculated at the applicable percentage over the employee's gross earnings (excluding taxable benefits) as per the T4 Income Tax Slip, and is payable when the employee takes vacation, within the pay period in which it is taken.

- a. An employee's time off for vacation is based on their Master Schedule shifts.
- b. The amount of time off for each employee shall be calculated based on the number of weeks of their vacation entitlement (pursuant to Article 16.01).

The equation used to calculate total vacation time off is:

$$\begin{array}{l} \text{Number of weeks pursuant to Article 16.01} \\ \times \text{Average number of shifts on the Master schedule per week} \\ \times \text{Average length of employee shift} \\ \hline = \text{Number of hours in Vacation Bank} \end{array}$$

This calculation shall be posted for all staff on January 2 of each year together with the blank vacation schedule sheet, subject to any corrections or adjustments that may be required which the Home shall endeavour to make in a timely fashion.

- c. When a week of vacation is taken, an employee will receive vacation pay based on the average number of hours scheduled per week on the employee's master schedule, as indicated in "b" above. For example, an employee regularly scheduled 7 shifts per pay period would be paid 3.5 days (or 28 hours based on 8 hour shifts) for each week of vacation.

If this results in an employee having more money in her vacation bank than the equivalent amount of vacation time, the employee shall receive the additional vacation pay at the time of the vacation payout.

16.03 On January 15th of each year, the Employer shall post a blank vacation schedule sheet. Between January 15th and March 15th, each employee shall have the right to indicate on this sheet the time during which she prefers to take her vacation.

16.04

- a. The completed vacation schedule shall be posted by April 15th. This schedule shall not be changed except with the consent of the manager or designate and the employee(s) affected.
- b. In the event that two employees request the same vacation period, seniority shall be the governing factor.
- c. Notwithstanding b., during prime time requests for weeks of vacation will take priority over individual days.
- d. Vacation requested after the vacation schedule is posted (that falls prior to the period for which the next posting period applies) will be granted on a first come, first served basis.
- e. Employees who are on scheduled vacation will not be provided with call-in opportunities pursuant to Article 10.06 or otherwise.

- 16.05 An employee may request up to two weeks of their vacation in individual days. Individual vacation days shall be paid out during the payroll period in which they are taken.
- a. An employee taking an individual vacation day will be paid vacation pay for such day from the employee's vacation bank. An employee's vacation accrual payable under this Article shall be reduced by the amount of vacation pay provided in respect of individual vacation days, pursuant to the scheduling provisions in Article 16.06.
 - b. The Home shall grant full weeks of vacation as a priority over requests for individual vacation days during the summer vacation period (June 15 to September 1).
 - c. In the application of Article 16.06 "individual vacation days" may be taken as single days, two consecutive days or three consecutive days and the employee shall be provided with vacation pay during the payroll period in which such vacation days are taken provided that the employee may not take individual vacation days in excess of their vacation time entitlement pursuant to Article 16.01 or the individual day maximum identified in this Article.
 - d. An employee is not required to take vacation time in blocks of one (1) week prior to accessing individual vacation days and vice versa.
- 16.06 The Employer shall post a second vacation sheet (the "fall vacation schedule") on September 2nd. Between September 2nd and October 1st each employee shall have the right to indicate on this sheet the time during which she prefers to take the remainder of her vacation, from November 1st until the end of the calendar year.

The completed fall vacation schedule shall be posted by October 15, and shall include any vacation previously approved on the first vacation schedule for that year. This schedule shall not be changed except with the consent of the manager or designate and the employee(s) affected.

16.07 Any unused vacation pay will be paid out on the first full pay period following the year in which the vacation pay accrues.

16.08 If an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization and subsequent confinement shall be considered sick leave provided that the employee provides satisfactory documentation of illness and hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

16.09 Negative Vacation Accrual Correction

- a. Employees will be notified if their vacation request will result in a negative vacation balance. An employee with a negative vacation balance may be granted unpaid vacation.
- b. Paid vacation will not be granted that is impossible to recover in the vacation year.
- c. If a vacation overpayment occurs the employee will finish the vacation year with a negative vacation balance. In the event this occurs, the employee and the employer will meet during the first two months of the next vacation year (i.e., by the end of February) to schedule a repayment plan in order to repay the debt from the previous year within 6 months. (i.e., by August 31).

ARTICLE 17 - INSURANCE PLAN

17.01 The employer will print a copy of the benefit plan booklet for all employees who request it.

Except as modified in e. below, the R & H Lawson Eventide Home agrees to pay one hundred percent (100%) of the cost of the premiums for the following group plans for all full-time employees (and their families where applicable) who have completed six (6) months of service.

- a. **Life Insurance:** An employee shall receive for Life Insurance coverage an amount equal to one times (1x) her normal rate of annual earnings as of January 1st of each year rounded to the closest \$1,000.00.
- b. **Accidental Death and Dismemberment Insurance:** An employee shall receive Accidental Death and Dismemberment Insurance coverage of an amount equal to one times (1x) her normal rate of annual earnings as of January 1st of each year rounded to the closest \$1,000.00.
- c. **Supplementary Health Benefits** including:
 - \$5.00 deductible Drug Plan
 - Vision care benefit maximum to \$350.00 in any 24 month period (effective upon ratification of Agreement)
 - Major Medical
 - Unlimited physiotherapy, subject to reasonable and customary charges
 - Drug Card
 - Paramedical providers for \$500.00 per year per person
 - Additional optional coverages, as outlined in the "Taking Care" plan at the date of ratification. (Additional

premiums are paid by employees requesting the optional coverage).

- d. **Basic Dental Plan:** with a co-insurance of eighty percent (80%) and based on the applicable Ontario Dental Association schedule of fees as amended from time to time.
- e. **Long Term Disability:** at the rate of 60% of monthly earnings up to a maximum monthly benefit of \$3,000.00.

17.02 The Employer shall continue to pay one hundred percent (100%) of the insured benefit premiums under the following conditions:

- a. during the calendar month in which a layoff occurs.
- b. during the first four consecutive weeks of an authorized leave of absence without pay.
- c. A person normally eligible for insurance coverage and on a leave of absence due to illness or accident shall continue to be eligible for insurance coverage for a period of one (1) month if employed less than two years and for a period of three (3) months if employed more than two years while on such leave of absence.
- d. The Employer will also provide extended coverage as required by legislation if any.

17.03 This Article is subject to any requirements or limitations that may be imposed by the carrier. Employees on any leave of absence and following the periods set out above (in Article 17.02) may continue benefit coverage until such time as they lose their seniority, providing they make arrangements with the Employer to pay the Employer portion of all benefit

premiums to the Employer by the 1st of the month on which the premium is due.

17.04 The benefits and plans of insurance referred to in this section are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The Master Contract shall be controlling in all matters relating to eligibility requirements, the extent of benefits and conditions.

- a. Participation in the Group Plans is voluntary unless stipulated otherwise in the Master Contract. Employees retain the right to opt out of the entire benefit plan by signing a Salvation Army waiver form.
- b. The Employer has no liability other than to provide the portion of benefit premiums contracted for and set out above in Article 17.01(a), (b), (c), (d) and (e).
- c. Notwithstanding anything in this section, it is agreed that the Employer may change carriers and plans from time to time, provided that the Union receives prior notice and that any new package of benefit plans will provide for a benefit option which is substantially equivalent, or better in the aggregate, to the current benefits as set out in Article 17.01 (a), (b), (c), (d) and (e) above.
- d. The Employer will continue to pay premiums up to the age of seventy (70) with the following exceptions:
 - i. No LTD
 - ii. Life insurance reduced to fifty percent (50%)
 - iii. Certain caps on health and dental

- 17.05 Part-time employees will receive ten percent (10%) in lieu of benefits. The in-lieu payment will be calculated based on all hours paid at regular rates, not including premium payments.

It is understood and agreed that the hourly rate in this agreement does not include the additional percentage in lieu of benefits and such in lieu payment will not be included for the purposes of computing any premium or overtime payments.

ARTICLE 18 - PENSION

- 18.01 The Employer agrees to contribute the following percentages of employee gross annual earnings to the Salvation Army Group RRSP.

Years of Service	Army Contribution
1 – 10 years	3.00% of earnings
11 – 20 years	4.00% of earnings
21 – 25 years	5.00% of earnings
Over 25 years	6.00% of earnings

Employees may also contribute to the Plan if they so desire. For more information, please refer to the Group Registered Retirement Savings Plan for the Employees of the Salvation Army booklet dated December, 1988.

The Employer agrees to continue making contributions to the Group RRSP on behalf of employees from age sixty-five (65) up to December 31 of the year in which the employee turns seventy-one (71), at which time the amount will be converted into a premium.

18.02 By January 2006, the Employer will comply with the Guidelines for Capital Accumulation Plans published by the Joint Forum of Financial Market Regulators and provide each member of the Plan and the Union with copies of all information required under the Plan.

ARTICLE 19 - SICK LEAVE

19.01

- a. Full-time employees will earn sick leave credits at rate of one day per month worked or one sick leave hour for each twenty-two regularly scheduled hours (whichever is greater) up to a maximum of 12 days/96 hours per calendar year.
- b. Part-time employees will earn sick leave credits at the rate of one hour of sick leave for every 20 hours worked.
- c. Full-time and part-time employees may carry over sick leave credits from one calendar year to the next. Full-time and part-time employees may accumulate sick leave credits up to a maximum of 85 days or 680 hours.
- d. Full-time and part-time employees will begin earning sick leave credits on the first day of employment however the sick leave credits cannot be used before they are accumulated. Payment for sick days shall commence with the first day of sickness.
- e. Employees cannot earn sick leave credits while on an unpaid leave of absence. Upon return to work, the employee will commence earning sick leave credits.

- f. When a full-time employee is absent due to illness, she shall be paid sick leave from her accumulated sick leave bank in accordance with the number of hours she was scheduled to work on the day of the illness. The proportionate number of hours paid out on sick leave will be deducted from the accumulated sick leave total.
 - g. An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days she would have worked during that period.
 - h. An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time off work.
- 19.02 An employee absent from work because of an injury, that is compensable under the *Workplace Safety & Insurance Act* (WSIA), shall not lose any accumulated sick days nor shall they be eligible to claim sick leave credits.
- 19.03 A record of unused sick leave will be kept by the Employer and the amount of unused sick leave will be available to an employee upon her request in writing.

ARTICLE 20 - ABSENCE FROM WORK AND REPORTING

20.01

- a. Employees unable to report for work shall give the manager or designate a minimum of four (4) hours' notice (except for the day shift which will be required to give one (1) hours' notice).

- b. When an employee recovers from her illness, she shall notify the manager or designate. She shall be allowed to report for work provided alternate arrangements can be cancelled.
 - c. Notwithstanding Article 10.01a., when an employee recovers from an illness lasting longer than one (1) month, the returning employee shall be required to give at least two (2) weeks' notice of her desire to return to work. Upon two (2) weeks' notice, she shall be allowed to report for work and alternate arrangements shall be cancelled.
- 20.02 Every employee may be required to obtain a medical certificate upon return to work after an illness which lasts longer than two (2) days. Where the Employer requests a medical note for an absence of three (3) days or less, the Employer will pay for the cost of securing that note, if any.
- 20.03 An employee who will be absent due to personal illness or injury must notify the Employer as soon as she is aware on the first day of such absence.
- 20.04 When a registered staff member is late and as a consequence her pay is deducted, the registered staff member who had to wait for her (to give report) will be paid an amount equal to the deducted amount in addition to her pay for the shift. This article will not apply for a wait that is 15 minutes or more, in which case the over-time premium shall apply (as per 10.05a.) This payment shall not be pyramided with any other premium or payment. Employees who are late may be disciplined for lateness, and this provision will not be interpreted in any way that would reduce that discipline.

20.05 Outbreaks

When an outbreak is declared over by public health a call-in cannot be cancelled with less than seventy-two (72) hours' notice.

- a. When an outbreak is declared the Employer will ensure all staff members are notified immediately.
- b. The Employer will report each outbreak to WSIB, and will ensure employees who contract the same illness are able to apply for WSIB benefits for time away from work due to illness or symptoms of the disease causing the outbreak.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 The Administrator may grant a request for a leave of absence without pay for extenuating personal reasons providing that she receives at least two (2) weeks' notice in writing unless impossible. Such a leave may be arranged to the mutual satisfaction of the parties and request for such leave shall not be unreasonably denied. Applicants must, when applying, indicate the date of departure and specify the anticipated date of return.

21.02 The Employer will give a written reply to the request within one (1) week after he has received the request. If the request is denied, the Employer shall state the reasons in the reply.

21.03 Employees on leave of absence, sick leave or WSIB will not engage in gainful employment elsewhere without the approval of the Employer. An employee who violates this rule will forfeit all seniority rights and privileges and may be dismissed by the Employer.

- 21.04 Employees who overstay their leave of absence of any kind, shall be considered to have terminated their employment, unless they obtained permission from the Employer or provide the Employer with a satisfactory explanation.
- 21.05 Notwithstanding Article 21.01, where an employee is seeking educational leave, the following will apply.
- a. The Administrator may grant a request for a leave of absence without pay providing that she receives at least one (1) months' notice in writing. Such a leave may be arranged to the mutual satisfaction of both parties. Applicants must, when applying, indicate the date of departure and the anticipated day of return.
 - b. To qualify for an educational leave, an employee must have completed her probationary period.
- 21.06 Employees who desire a leave of absence pursuant to this Article will be required to exhaust their vacation time first unless an emergency exists. To be clear, employees who require a sick leave and/or any leave pursuant to the *ESA*, as amended from time to time, will not be required to exhaust their vacation time first.
- 21.07 The Employer will provide pregnancy, adoption and parental leave in accordance with the provisions of the *ESA* as amended from time to time.
- 21.08 Pregnancy Leave Top-Up**
- Employees will be entitled to a pregnancy leave top up to 75% of the employee's wages before her leave as follows:

- a. An employee commencing pregnancy leave who has applied for and is in receipt of unemployment insurance pregnancy benefits as provided in the *Employment Insurance Act*, shall be paid a supplemental employment insurance benefit.
- b. That benefit will be equivalent to the difference between seventy-five (75%) of her regular weekly earnings and the sum of the portion of her weekly employment insurance benefits that arise from the E.I. insurable earnings earned under this agreement. Such payment shall commence following completion of the two 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 pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times the average number of hours worked per week in the thirteen (13) weeks prior to the commencement of the leave.
- c. The employee does not have any vested right except to receive payments for the covered period of unemployment. The plan provides that payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- d. The Supplemental Employment Insurance Benefit will not take into account E.I. payments that arise from income derived from sources other than the employer bound by this agreement.

21.09 Parental Leave Top-Up

- a. An employee commencing parental leave who has applied for and is in receipt of unemployment insurance pregnancy/parental benefits as provided in the *Employment Insurance Act*, shall be paid a supplemental employment insurance benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of the portion of her weekly employment insurance benefits that arise from the E.I. insurable earnings earned under this agreement. Such payment shall commence following completion of the pregnancy leave, if taken, or if no pregnancy leave was taken, after the Employment Insurance waiting period. The Employer must be in receipt of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times the average number of hours worked per week in the thirteen (13) weeks prior to the commencement of the leave. The employee does not have any vested right except to receive payments for the covered period of unemployment. The plan provides that payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. The Supplemental Employment Insurance Benefit will not take into account E.I. payments that arise from income derived from sources other than the Employer bound by this agreement.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 An employee who has completed the probationary period and who is otherwise scheduled to work and is bereaved of:

- a. a parent (including legal guardian), spouse (which includes a common-law spouse as defined by the *Family Law Act*), child (which includes a step-child who resides with or has resided with the employee) shall be granted a leave of up to five (5) days with pay, for the purpose of attending or making arrangements for the funeral,
- b. a grandparent, sibling, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law shall be granted a leave of up to three (3) days with pay, for the purpose of attending or making arrangements for the funeral.

When an employee is on vacation or lieu day any bereavement leave shall take priority and the vacation or lieu day will be rescheduled (and paid) at a mutually agreeable later date.

An employee who has not completed the probationary period shall be granted a leave of absence for the purpose of attending the funeral but such leave may be without pay.

22.02 If an employee is unable to attend the funeral, the leave of absence shall be for two (2) days with pay provided the employee is scheduled to work.

22.03 The bereavement leave shall be between the date of death and the day after the funeral.

22.04 Bereavement pay shall apply only to days on which the employee was scheduled to work.

22.05 In the event of a delayed interment, or if the employee was unable to attend the funeral or similar service, and another memorial service is held at a later date, the employee may elect to use one or more of the days mentioned in Articles 22.01 or 22.02 above, and use it for the interment or memorial service if it is on a regularly scheduled work day.

The employee must notify the Employer if they plan to utilize this provision (Article 22.05) within 1 day of notifying the Employer of the death.

ARTICLE 23 - JURY DUTY

23.01 The Employer shall reimburse an employee on Jury Duty, examinations for Jury Duty, and if an employee is under subpoena to attend court as a crown witness, at regular rates of pay that the employee was scheduled to work while serving on Jury Duty. The employee must provide the Employer with a signed document from the Clerk of the Court stating the days of attendance and the amount of payment received from the Court or produce the subpoena indicating the amount paid to the employee. The Employer shall deduct payment received from the Court and/or subpoena from the employee's wages.

23.02 It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on Jury Duty.

ARTICLE 24 - MISCELLANEOUS

24.01 Employees acknowledge the existence of the Employer's procedure manuals, personnel policies and other rules and regulations of the Employer, and copies of such are on the premises and are available upon request for inspection.

- 24.02 There shall be no pyramiding of any benefits payable under this Agreement or under any statute or legislation applicable to the employees.
- 24.03 The Employer shall provide a bulletin board in the employee staff room with a surface area not less than one-square meter for Union postings. Job postings shall be posted on a separate board. A second space not smaller than 1/100th of a square meter shall be provided by the punch clock.

ARTICLE 25 - UNIFORM ALLOWANCE

- 25.01 Kitchen staff shall be provided with aprons, free of charge, if such aprons must be worn during work. The Employer will also provide hairnets and disposable gloves where required.
- 25.02 Employees, as of the date of ratification, who are required to wear a uniform will receive a uniform allowance in two (2) lump sums, in June and December of each year.

Full-time - \$13.50/month

Part-time - \$9.25/month

Employees that are hired on or after the date of ratification who are required to wear a uniform will be paid the uniform allowance set out above.

Employees that are hired on or after the date of ratification who are not required to wear a uniform will not be paid any uniform allowance.

Employees who are required to wear safety footwear will be reimbursed of their costs for one pair of safety footwear per

year, up to a maximum of \$140 per year (paid upon proof of purchase.)

ARTICLE 26 - TRANSPORTATION

26.01 An employee shall be paid forty-seven cents (47¢) per kilometre for authorized use of a personal vehicle on behalf of the Employer's nursing home.

ARTICLE 27 - HEALTH AND SAFETY

27.01 Every employee has the right to a safe and violence free workplace.

27.02 Resident Responsive behaviours that result in an injury to a worker or pose significant risk of injury to any worker will be reviewed by the Responsive Behaviours Committee (RBC). The RBC will report on their progress at each meeting of the Joint Occupational Health and Safety Committee (JOH&SC) unless no issues involving worker safety are being addressed by the RBC committee. The report of the RBC will not compromise patient confidentiality, but will provide sufficient information for the JOH&SC to ensure that worker safety is being addressed effectively. Resident names will be excluded from the joint health and safety committee minutes.

27.03 Personal Protective Equipment (PPE)

- a. The Employer shall ensure a sufficient supply of personal protective equipment is maintained.
- b. In what follows, all employees of the home are considered healthcare workers.

- i. The Employer and health care workers must engage in the conservation and stewardship of PPE.
- ii. If a registered nurse or registered practical nurse determines, based on the point-of-care risk assessment (PCRA), and based on their professional and clinical judgement and proximity to the patient or resident, that an N95 respirator may be required in the delivery of care or services (including interactions), then the Employer must provide that regulated health professional and other health care workers present for that patient or resident interaction with a fit-tested N95 respirator or approved equivalent or better protection.

The Employer will not deny access to a fit-tested N95 respirator or approved equivalent or better protection if determined by the PCRA.

- iii. When a resident is put in isolation, all staff who directly care for the resident will be informed of the reason for isolation.

ARTICLE 28 - WORKPLACE HARASSMENT, DISCRIMINATION AND VIOLENCE PREVENTION

28.01 Policy

All employees have the right to equal treatment without discrimination on the basis of grounds outlined in the *Human Rights Code*, and to be free from harassment in the workplace by the Employer or agent of the Employer or another employee. The Employer recognizes its obligation to provide a workplace free of harassment, and to resolve any

employment-related incidents of harassment and prevent further occurrences.

The Salvation Army Canada and Bermuda Territory is committed to providing a work environment that is free from harassment, discrimination and violence where all Salvation Army workers are treated with dignity and respect. All Salvation Army workers including officers, employees, volunteers and other individuals affiliated with The Salvation Army are expected to uphold the Workplace Harassment Discrimination and Violence Prevention Operating Policy by maintaining a respectful work environment in which all work together to prevent harassment, discrimination and violence.

The Union and the Employer jointly commit to promoting dignity and respect in the workplace. Behaviour that does not represent dignity and respect towards others will not be accepted.

A copy of the Workplace Harassment, Discrimination and Violence Prevention Operating Policy will be posted (i.e., will be present physically in the workplace for all staff to review.)

28.02 Investigation Process Under the Employers Harassment Policy

The process of investigation is outlined in the Employer policies. Those policies will be interpreted to ensure:

a. Investigation Participation

In the event that a complaint is made by one member of the bargaining unit against another, a union representative (steward or CLAC representative, as is appropriate) may be present for each interview with the witnesses, the accused,

and the complainant (after the initial complaint is received) unless the employee specifies, in writing, they do not wish union representation to be present.

b. Findings and Final Recommendations

An investigation conclusion letter will be copied to the complainant, the accused, and to the union.

ARTICLE 29 - WARNING, SUSPENSION AND DISCHARGE

29.01 An employee who has not completed his/her probationary period may be terminated at the discretion of the Employer and such termination will not be subject of a grievance or arbitration subject only to a claim that the decision was made in bad faith (i.e. arbitrary, discriminatory, and/or unlawful).

29.02

- a. When the attitude or performance of an employee calls for a warning by the Employer, the warning shall be in writing and the employee shall sign the warning letter in the presence of a Steward of her choice subject to availability. Such written warning shall state:

“You have the right to discuss this warning with your Union Steward.”

Letters of warning or discipline, other than those described below, shall be removed from an employee's file and record eighteen (18) months from the date of issue providing that the employee has remained discipline-free for that period. Letters of warning or discipline in proven cases of inappropriate interaction between residents and staff shall be removed from the employee's file and record twenty-

four (24) months from the date of issue provided that the employee has remained discipline-free for that period.

- b. When a disciplinary letter is issued, a copy shall be given to the Steward in the department concerned, unless requested not to by the employee, and a copy shall be faxed to the local Union office, or scanned and emailed to the general Union email for the same office – currently ‘grimsby@clac.ca’.

29.03 Within three (3) working days following a suspension or discharge, the employee provided she has completed the probationary period may, together with a Union Representative, if she so desires, question the Employer about the reasons for the suspension or discharge. Within five (5) working days following this discussion, the employee may process the grievance via Step 2 of the Grievance Procedure.

ARTICLE 30 - GRIEVANCE PROCEDURE

30.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives as the agents through which employees shall process their grievances. A grievance shall be defined as a difference arising between the parties relating to the interpretation, application or administration of this Agreement.

30.02 Unless stated otherwise, any reference to a number of working days shall exclude Saturday, Sunday and paid statutory holidays.

30.03 The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or

condition more than five workdays after the subject of such grievance occurred. If an action or condition is of a continuing, recurring nature, the limitation period shall commence when the matter came or ought to have come to the attention of the party.

30.04 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."

30.05

a. A "Union Policy Grievance" (which is defined as an alleged violation of this Collective Agreement concerning all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve) may be lodged by the Union in writing with the Administrator at Step 2 of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated. If it is not satisfactorily settled, it may be referred to arbitration in the same manner and to the same extent as a grievance of an employee.

b. Any grievance instituted by Management may be referred in writing to the Union within five (5) full working days of the occurrence of such circumstances giving rise to the grievance and the Union shall meet within five (5) working days thereafter with Management to consider the

grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration as provided in Article 29.

30.06 Step 1

An employee having a complaint must (accompanied by a Steward or a CLAC Representative if so requested) at a time fixed by the supervisor, orally submit her complaint to her immediate supervisor within five (5) workdays after the act or condition which caused the complaint. The supervisor will deal with the complaint not later than the third day following the day on which the complaint was submitted, and will notify the employee and the Union Representative (when her presence was requested) of her decision verbally within three (3) workdays following the said meeting.

Step 2

If the grievance is not settled under Step 1, a Union Representative will, within five (5) workdays after the decision under Step 1 (or the day on which this decision should have been made) submit a written grievance signed by the employee to the Administrator or her designate. The parties shall meet to discuss the grievance within seven (7) calendar days after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of her decision in writing within five (5) workdays following the said meeting.

ARTICLE 31 - ARBITRATION

31.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance must be referred to

arbitration within ten (10) working days after the response by the Administrator at Step 2.

31.02 The party requesting arbitration must serve the other party with written notice of the desire to arbitrate, within ten (10) days after receiving the decision given at Step 2 of the Grievance Procedure. The notice shall contain the party's nominee to the Arbitration Board.

31.03 The recipient of the notice shall nominate its nominee within seven (7) days of date of service and shall notify the other party of the name and address of its nominee. The two nominees so appointed shall jointly select a chairperson. If they are unable to agree on the selection of a chairperson within twenty (20) days of their appointment, either party to the dispute may request the Minister of Labour to supply a panel for selection to act as the chairperson of the Board of Arbitration.

If the parties agree to have a sole arbitrator instead of a board, the two parties shall jointly select a sole arbitrator.

All references in this Article to a board of arbitration shall equally apply to a sole arbitrator.

The parties may mutually agree to use a grievance mediator or mediator/arbitrator in accordance with Section 50 of the *Labour Relations Act*, as amended from time to time, to resolve any matter not settled via the grievance procedure

31.04 No persons who have been involved in an attempt to negotiate or settle the grievance may be appointed as chairperson or an arbitration board or as sole arbitrator.

THE SALVATION ARMY EVENTIDE HOME
COLLECTIVE AGREEMENT: July 1, 2023 - June 30, 2026

- 31.05 The decision of a majority will be final and binding upon the parties, but if there is no majority, the decision of the chairman of the arbitration board governs.
- 31.06 Notices of desire to arbitrate a dispute, and of nomination of a nominee, shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 31.07 The time limits fixed for both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 31.08 The arbitration board is to be governed by the following provisions:
- a. The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it;
 - b. The board shall not have the power to alter or amend or add to, or delete any of the provisions of this Agreement;
 - c. The parties and the arbitrator shall have access to the Employer's premises to view working conditions, or operations which may be relevant to the resolution of a grievance.
- 31.09 Each of the parties shall be responsible for the fees and expenses of its own nominee and its own witnesses. The fees and expenses of the chairperson shall be shared equally by the parties to this Agreement.

ARTICLE 32 - DURATION

32.01 This Agreement shall be effective on the 1st day of July 2023, and shall remain in effect until the 30th day of June 2026, 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 prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at _____, ON, this ____ day of _____, 20____

Signed on behalf of

THE SALVATION ARMY EVENTIDE HOME

Per _____
Jessica Radon

Per _____
Josie A. Delpriore

Per _____
Karen Dolan

Per _____
Michael-Jason Linton

Signed on behalf of

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

Per _____
Michael H. Reid

Per _____
Allison Leonard

Per _____
Hope Friesman

Per _____
Mandeep Thakur

Per _____
Rachel Hubert

THE SALVATION ARMY EVENTIDE HOME
COLLECTIVE AGREEMENT: July 1, 2023 - June 30, 2026

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

Hourly rates effective the first full pay period after the effective date.

		July 1, 2023	July 1, 2024	July 1, 2025
		0.02	0.02	0.03
	Adjust.	0.5	0.5	0.5
RN	Start	\$ 36.07	\$ 37.30	\$ 38.93
	1 Year	\$ 37.04	\$ 38.29	\$ 39.95
	2 Years	\$ 38.80	\$ 40.09	\$ 41.81
	3 Years	\$ 41.12	\$ 42.45	\$ 44.24
	4 Years	\$ 42.69	\$ 44.05	\$ 45.89
	5 Years	\$ 44.23	\$ 45.62	\$ 47.50
	6 Years	\$ 44.65	\$ 46.05	\$ 47.95
	7 Years	\$ 45.89	\$ 47.32	\$ 49.25
	8 Years	\$ 47.18	\$ 48.63	\$ 50.60

	Adjust.	0.5	0.5	0.5
RPN	Start	\$ 28.78	\$ 29.87	\$ 31.28
	1 Year	\$ 29.31	\$ 30.41	\$ 31.84
	2 Years	\$ 29.86	\$ 30.97	\$ 32.41
	3 Years	\$ 30.46	\$ 31.58	\$ 33.04
	4 Years	\$ 31.02	\$ 32.15	\$ 33.63
	5 Years	\$ 31.62	\$ 32.76	\$ 34.26
	6 Years	\$ 32.32	\$ 33.48	\$ 35.00

	PWE	3.00		
PSW	Start	\$ 26.57	\$ 27.10	\$ 27.91
	1 Year	\$ 27.10	\$ 27.64	\$ 28.47
	2 Years	\$ 27.64	\$ 28.19	\$ 29.04

THE SALVATION ARMY EVENTIDE HOME
COLLECTIVE AGREEMENT: July 1, 2023 - June 30, 2026

		July 1, 2023	July 1, 2024	July 1, 2025
Activity Aide	Start	\$ 23.70	\$ 24.17	\$ 24.90
	1 Year	\$ 24.23	\$ 24.71	\$ 25.45
	2 Years	\$ 24.80	\$ 25.30	\$ 26.06

Cert Cook	Start	\$ 24.80	\$ 25.30	\$ 26.06
	1 Year	\$ 25.29	\$ 25.80	\$ 26.57
	2 Years	\$ 25.87	\$ 26.39	\$ 27.18

Cook	Start	\$ 24.37	\$ 24.86	\$ 25.61
	1 Year	\$ 24.92	\$ 25.42	\$ 26.18
	2 Years	\$ 25.45	\$ 25.96	\$ 26.74

Laundry	Start	\$ 22.45	\$ 22.90	\$ 23.59
Dietary	1 Year	\$ 23.02	\$ 23.48	\$ 24.18
Housekeeping	2 Years	\$ 23.53	\$ 24.00	\$ 24.72

Maintenance	Start	\$ 24.11	\$ 24.59	\$ 25.33
	1 Year	\$ 24.72	\$ 25.21	\$ 25.97
	2 Years	\$ 25.22	\$ 25.72	\$ 26.49

Student	Start	\$ 16.63	\$ 16.96	\$ 17.47
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LUMP SUM PAYMENTS:

1. Retroactivity will be given to those employees who have left the employ of the Employer and who have completed their probationary period only.
2. Students are defined as persons 17 years of age or under.
3. Current employees who have their Health Care Aid Certificate will be considered to be Personal Support Workers for the purpose of this agreement (i.e. red-circling of HCA qualification for current employees only).
4. Employees who were working as a Dietary Aide or Food Service Worker as of July 1, 2010 will not be required to obtain their Food Service Worker certificate, but will be deemed qualified as a Food Service Worker. These employees must maintain their safe food handler's certificate.
5. Employees may be paid thirty cents (30¢) below the regular rate while they are on probation as per Article 6.01.
6. Wage adjustments will take place the first full pay after the date indicated.
7. Activity Aides, Nurse Aides, PSW/HCAs, RPNs and RNs all receive a paid lunch.

SCHEDULE "B"
PREMIUMS

All premiums in this Schedule continue to be paid in addition to payment of any other premium.

- Registered Nurses (RN) scheduled for an RN shift shall receive one dollar (\$1.00) per hour worked on Saturdays, Sundays, statutory holidays, and for those who work the afternoon shift, and night shift for all hours worked.
- Where a Dietary Aide is assigned to the duties of job number two (2), she shall be paid a fifty cent (50¢) per hour premium.
- A weekend premium of forty cents (40¢) per hour worked will be paid for all hours worked on any shift beginning on or after 11:00 p.m. on Friday and ending on or before 11:00 p.m. of that Sunday.

LETTER OF UNDERSTANDING #1

Between

THE SALVATION ARMY EVENTIDE HOME

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

PROBATIONARY FEEDBACK PROCESS

1. The Employer commits to solicit feedback on the progress of a probationary employee from the workers who regularly work with that employee.
2. The Employer and the Union will create a process as described in (1.) above, at the labour management committee.
3. The Employer will ensure that all employees who regularly work with a probationary employee are notified when the employee has reached the mid-point of their probationary period, and request their coworkers' feedback in a fashion agreed to in (2.) above.
4. The purpose of this process shall be to provide balanced, thorough, and timely feedback on the progress of a probationary employee, and the Employer may utilize feedback from coworkers in the determination of whether an employee has passed probation or not.
5. The operation of this process does not obligate Union members to give feedback regarding the progress of a probationary

employee, and workers may refuse to do so. No reprisals or recriminations will result from the provision of information or lack of information whether intentionally or not. All feedback given by Union members will be destroyed once the employee completes probation.

6. Management reserves the right to make the final decision regarding the termination or continuance of employment of a probationary employee, as per Article 2.04.
7. This process allows employees to have their feedback heard.

LETTER OF UNDERSTANDING #2

Between

THE SALVATION ARMY EVENTIDE HOME

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

SICK DAY RECORD

The Employer will endeavour to develop the capacity in their payroll system to be able to report a record of unused sick leave on each employee's paystub.

Until the day this occurs, a record of accumulated sick days will be updated semi-annually and each employee will be notified individually.

LETTER OF UNDERSTANDING #3

Between

THE SALVATION ARMY EVENTIDE HOME

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

COOK CALL-INS

Add non-certified cooks to the call-in list.

LETTER OF UNDERSTANDING #4

Between

THE SALVATION ARMY EVENTIDE HOME

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

REVIEW OF PENSION

The parties will meet within six (6) months of ratification to discuss the performance of the pension plan. The employer will provide the members of the committee with information regarding the number of employees that remain in the default option, and the numbers in each of the other options selected. The parties may discuss other investment options. The purpose of the committee is to ensure the current pension plan (RRSP plan) is serving the members of the plan well.

LETTER OF UNDERSTANDING #5

Between

THE SALVATION ARMY EVENTIDE HOME

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

NATIONAL DAY FOR TRUTH AND RECONCILIATION – SEPTEMBER 30

The Salvation Army in Canada has chosen to recognize September 30 as a paid holiday for all staff (employees and officers) in provinces where it has not been declared a statutory holiday.

On September 30 staff members are encouraged to take time to reflect and pray, recognizing the sad history of abuse that continues to impact Indigenous communities and healing from the harm inflicted through the residential school system.

Staff members are also encouraged to mark September 30 as Orange Shirt Day by wearing an orange T-shirt that supports and recognizes all First Nations, Inuit and Métis survivors of residential schools and their families and those who lost their lives.

The parties to this agreement committed to supporting equity, diversity, justice and inclusion.

LETTER OF UNDERSTANDING #6

Between

THE SALVATION ARMY EVENTIDE HOME

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

ARTICLE 15.04 - CHRISTMAS SCHEDULE

The parties will trial the following provision as an addition Article 15.04 for the 2024 Christmas schedule:

Prior to completing the holiday schedule, the Employer will post a list allowing employees to indicate their preference for working either Christmas, New Year's, or both holidays. The Employer will endeavor to accommodate these requests taking seniority into consideration. As long as the process is consistent and provides preference to employees with greater seniority, the final accommodation may not be the subject of a grievance (but employees may still apply to exchange shifts.)

LETTER OF UNDERSTANDING #7

Between

THE SALVATION ARMY EVENTIDE HOME

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

INFORMATION ON PAY STUBS

When the new payroll program is implemented it will provide information sufficient for each employee to calculate what they have been paid, including their vacation pay and vacation accrual and year to date total vacation accrual, as well as RRSP contributions.

LETTERS OF UNDERSTANDING – SIGNING PAGE

Between

THE SALVATION ARMY EVENTIDE HOME

and

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

The parties agree to abide by the seven (7) Letters of Understanding contained herein.

DATED at _____, ON, this ____ day of _____, 20____

Signed on behalf of

THE SALVATION ARMY EVENTIDE HOME

Per _____
Jessica Radon

Per _____
Josie A. Delpriore

Per _____
Karen Dolan

Per _____
Michael-Jason Linton

Signed on behalf of

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 302**

Per _____
Michael H. Reid

Per _____
Allison Leonard

Per _____
Hope Friesman

Per _____
Mandeep Thakur

Per _____
Rachel Hubert

GRIMSBY MEMBER CENTRE

89 South Service Rd
PO Box 219
Grimsby, ON L3M 4G3
T: 905-945-1500
TF: 800-463-2522
F: 905-945-7200
grimsby@clac.ca

CLAC RETIREMENT

1-800-210-0200
retire@clac.ca

CLAC BENEFITS

1-800-463-2522
easternbenefits@clac.ca

CLAC APPRENTICESHIP

1-877-701-2522
onapprenticeship@clac.ca

CLAC TRAINING

1-877-701-2522
ontraining@clac.ca

CLAC JOBS

1-877-701-2522
onjobs@clac.ca

clac.ca/myCLAC