

# COLLECTIVE AGREEMENT

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Between:

**CENTRAL CARE CORPORATION**  
(Inter-city)

and

**CHRISTIAN LABOUR ASSOCIATION  
OF CANADA**

RECORDED  
JUL 20 2005

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**April 1, 2004 - March 31, 2007**

Sumac  
St. Catharines  
Eagle Terrace  
Oak Terrace  
Main Street.

09932 (05)

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Between

CENTRAL CARE CORPORATION  
(Inter-city)

hereinafter referred to as the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA  
hereinafter referred to as the "Union"

**April 1, 2004 - March 31, 2007**

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## ARTICLE 1 - PURPOSE

- 1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union and the employees which is in every respect conducive to their mutual well-being. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02 If this Agreement is silent on any existing rights **and** privileges, this shall not mean that either the Employer or the employees are deprived of such rights or privileges.
- 1.03
- a. It is the desire of both parties to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.
  - b. The parties will endeavour to work together to assure the best possible nursing and health care for residents of the facilities.

## ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for and this Collective Agreement shall apply to all employees and locations as outlined in Schedule "A" attached hereto, save and except registered nurses, supervisors and persons above the rank of supervisor.
- 2.02
- a. Full-time employee means an employee who is regularly scheduled to work more than forty-five (45) hours in a bi-weekly period.
  - b. Part-time employee means an employee who is regularly scheduled to work forty-five (45) hours or less in a bi-weekly period.

c. Where the feminine pronoun ~~is~~ used in this Agreement, it shall mean and include the masculine pronoun where the context so requires and vice-versa.

2.03 Registered nurses, supervisors or other personnel outside the bargaining unit shall not perform work normally done by employees in the bargaining unit if that would mean less available work for the latter.

2.04 Employees shall cooperate with nurses and other supervisors in performing any work reasonably required of them when such work falls within the normal range of their duties.

2.05 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.

2.06 **Management Rights**

It is the right of the Employer to manage, control, develop and operate the homes covered under this Agreement in every respect subject only to the specific limitations set out in this Collective Agreement.

The Union agrees that it is the function and right 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 and discharge probationary employees subject to the provisions of Article 6.02;
- d. determine the work to be done, the location, methods and schedules for the performance of such work;
- e. determine, after consultation with the Union, the number of employees required and the duties to be performed by each from time to time;
- f. make and alter, from time to time after consulting with the Union, reasonable rules and regulations to be observed by the employees.

2.07 **Labour-Management Committee**

- a. The parties agree to establish an active Labour-Management Committee in each establishment or Home covered by this Collective Agreement.
- b. The committee shall be made up of an equal number (not less than two (2) of each) of non-bargaining unit persons and bargaining unit persons who have completed their probationary period with one (1) of the non-bargaining unit persons being the Home's Administrator.

- c. The committee shall keep minutes of its meetings and post them in the Home. A copy will be forwarded to the Union's regional office concerned.

The committee shall appoint from among themselves a chairperson and a recording secretary with such positions rotating as agreed upon by the committee.

- d. The committee shall meet as often as required but at least bi-monthly. Meetings shall be convened upon a minimum notice of one (1) week, with the time and date of the meeting to be set by mutual agreement. The agenda for the meeting shall be in writing with finalized copies given to all committee members at least two (2) days before the meeting.
- e. Employees serving on the committee shall be paid at their regular hourly rate for meeting time during their hours of work.
- f. The committee shall deal with all matters of mutual concern, however, the committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and minimum standards of the Ministry of Health.
- g. Any employee or any non-bargaining unit person may refer matters to the committee for consideration. Such referrals shall be in writing to the committee.
- h. After having been dealt with by the committee, any unresolved issue(s) may be forwarded by a committee member to the Employer's head office. The Employer representative(s) from its head office and a Union Representative will convene a meeting with the committee, in the Home concerned, to discuss the matter. Such a meeting shall take place within thirty (30) days of being referred to the Employer.
- i. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all instances and circumstances, they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the residents.

2.08 Employees acknowledge the existence of the Employer's procedure manuals, personnel policies and other rules and regulations of the Employer and that copies, of such, are on the premises of each Nursing Home and are available upon request for inspection. Employees are required to review the manuals, policies, rules and regulations and seek clarification from their supervisor of any policy, rule or regulation which they do not understand. The Employer agrees to notify employees of any personnel policy change.

- 2.09 Once a year each employee may be evaluated by her supervisor or manager. The employee will be given a copy of the evaluation. The object of this evaluation is to inform the employees of their performance in their jobs and to allow discussion regarding their jobs. An employee may add her own written comments on the Employer's evaluation and these will be included in her file.

### ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, *the* Union shall function and be recognized as follows:
- a. Stewards appointed by the Union are representative of the employees in the processing of grievances.
  - b. CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewal of this Agreement and to enforce all rights of the employees under this Agreement and under the law.
  - c. CLAC Representative shall notify in advance the Administrator of the Home or his designate before conducting any business in the Nursing Home and shall not unreasonably interfere with the work in the Nursing Home.
- 3.02 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.
- 3.03 A Steward shall be given ten (10) minutes time off, without loss of wages, to welcome a new employee and to discuss Union membership with such an employee.
- 3.04 The Union has the right to appoint the members of a bargaining committee consisting of an average of two (2) persons per Home. These employees shall be paid by the Employer at regular hourly rates for all time spent on negotiating a Collective Agreement with the Employer whenever this takes place during their regular working hours.
- 3.05
- 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. Such meetings shall take place at the end of the day shift and the Employer shall endeavour to make arrangements to permit employees who must otherwise be on duty to attend these meetings for up to one-half (½) hour without loss of pay. No payment of overtime shall be paid to any employee for attending such meetings. It is agreed that a minimum staff, as mutually determined, must be maintained at all times in the Nursing Home.

3.06 Stewards who are requested by the Employer to attend a meeting on their day off will be paid for actual hours spent in the meeting with a minimum of two (2) hours pay.

The Union will endeavour to assure that it has elected or appointed stewards to be available during day shifts.

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

4.01 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Union shall not permit or encourage any strike slow-down or stoppage of work and shall not otherwise restrict or interfere with the Employer's operation through its members.

4.02 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, this Employer shall not lock out any of its employees or deliberately restrict or reduce hours of work or lay off employees when such layoff is not warranted by the workload.

#### **ARTICLE 5 - UNION MEMBERSHIP AND CHECKOFF**

5.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward in order to give the Steward an opportunity to describe the Union's purposes and representation policies to the new employee.

5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.

5.03 The Employer is authorized and shall deduct from each employee's pay an amount equal to Union dues, in accordance with the Union's policy on dues payment. Such deductions shall go into effect with the first month of employment of an employee. The Employer shall also deduct and remit any authorized initiation fees owing to the Union,

5.04

- a. The total amount checked off will be turned over to the Union treasurer each month within a week after the last checkoff for the month is made, together with an itemized list of the employees for whom the deductions are **made** and the amount checked off for each. The Employer shall **be** saved harmless for **all** deductions and payments made.
- b. The Employer shall annually report on an employee's T-4 form (income tax slip) the amount of Union dues deducted from the employee in that year and forwarded to the Union on the employee's behalf.

5.05

Employees, who, because of conscientious objection cannot support the Union, may apply to the Union in writing explaining their objections and requesting that their **deducted** monies **be** forwarded to a registered Canadian charitable organization. If, in the judgment of the Union, an employee's objections to supporting the Union are valid, the Union will honour the employee's request and forward her deducted monies at the end of the calendar year to a charitable organization which will be selected by mutual agreement between the employee and the Union.

**ARTICLE 6 - PROBATIONARY PERIOD**

6.01 Full-time and part-time employees **shall** serve a probationary period of three hundred and seventy-five (375) hours actually worked (excluding sick **days**).

Prior to conducting the mid-probationary and final review of a probationary employee's performance, the Employer will informally, or formally, **as** the case may be, solicit input from bargaining unit employees who have worked with the probationary employee. It is understood that this consultation is not a mandatory obligation on the Employer but a recognition that the input of fellow employees in these evaluations may contribute to a full appraisal of new employees' suitability for the work they are expected to perform.

Upon completion of the probationary period, an employee shall obtain seniority based on the employee's last hiring date. This date shall be the date for determining increments, vacations, etc. An employee may request a progress report while on probation.

6.02 On or before the expiry date of the probation period, the Employer will confirm to the employee the decision:

- a. (in writing) that she has successfully completed her probation; or
- b. to terminate her employment.



The purpose of the probation period is to provide an opportunity to determine whether a new employee has the ability and qualities to become a reliable, competent employee. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or dismissal.

At or near the middle of the probationary period, the Employer will meet with the probationary employee to review her progress to date, including any areas that require improvement. If the Probationary employee thinks her review is unfair she may request and shall be granted a further meeting with the Employer. A **Steward** may be present if the employee so requests. It is understood that such performance reviews are not grievable.

- 6.03 Employees hired as part-time employees and who have completed their probationary period shall not be required to serve an additional probationary period when promoted to the status of full-time employee. If, during her probationary period, an employee is transferred from part-time to full-time status or vice-versa, the employee shall be credited with and retain all hours worked for probationary purposes.
- 6.04 During the probationary period, an employee shall not receive any **holidays** (Article 17), vacation time (Article 18), health and welfare benefits (Article 19), sick leave (Article 20), uniform allowance (Article 26), leave of absence (Article 22) or any other benefits except for those allowed under the *Employment Standards Act*.
- 6.05 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 allowances.
- 6.06 The employee involved in the orientation/familiarization will confirm that it has been completed and this will be noted on the newly hired employee's personnel file which will be reviewed with such employee and the employee shall also be able to comment, **The** newly hired employee shall acknowledge her reading of all orientation/familiarization procedures, if available, and all required procedural manuals, job descriptions, rules and regulations pertaining to the employee hired at the Employer's Nursing Home by signing a written acknowledgment provided by the Employer.

## **ARTICLE 7 - WAGE PROGRESSION**

- 7.01 For the purpose of progression within classifications, nineteen hundred and fifty (1950) hours worked shall constitute one (**1**) year. Hours worked shall include all hours worked and paid, hours not worked and paid by the Employer, as well as vacation time, paid holidays, time spent on orientation and authorized leaves of absence as set out in Article 22.06 and 22.07.

## ARTICLE 8 - PART-TIME EMPLOYEES

### 8.01

- a. The Employer will make the insurances outlined in Article 19 and the sick leave provisions outlined in Article 20 available to part-time employees and will pay fifty percent (50%) of the premium paid for full-time employees, for those part-time employees who participate. (Employees may choose one, several or all of the insurances.)
- b. Part-time employees hired prior to July 14, 1988, may continue to receive seventy cents (70¢) per hour worked in addition to the wage rates outlined in Schedule "B". This premium shall serve as compensation in lieu of the insurances as outlined in Article 19 and sick leave outlined in Article 20. In the event of change of status from part-time to full-time, employees will participate in the benefit programs available to the full-time employees. In the event of a change of status from full-time to part-time, employees will continue to participate in the benefit programs on the prorata basis.

Part-time employees currently receiving seventy cents (70¢) per hour in lieu of benefits may join the prorata benefits program during the months of January and July of each year. Carrier approval is required and some restrictions apply.

Once employees change from payments in lieu of **benefits** to the prorata insurance and sick leave program, they may not change back to payment in lieu.

- c. The payment in lieu of benefits as set out in this section is not available to employees hired after July 14, 1988 except as agreed to by the parties.

8.02 Part-time employees who were, as of May 15, 1987, receiving Employer premium payment for the insurances outlined in Article 19 and were eligible for other benefits, shall continue to participate in and receive these **benefits** the same as full-time employees until such time as their scheduled hours are reduced below twenty-two and one-half (22½) hours per week.

8.03 Part-time employees who choose to continue to receive the part-time in lieu of payments and who were employed prior to June 1, 1978 shall retain their accumulated sick days for use in cases of sickness or for "cash-out" purposes as outlined in Article 20. Such an employee shall not accumulate any additional sick days while employed as a part-time employee.

8.04 The premium paid to part-time employees in lieu of participating in the insurances and sick leave provisions shall be paid on hours regularly worked and not on hours worked overtime.

## ARTICLE 9 - JOB POSTING AND VACANCIES

9.01 When filling any vacancy, the Employer **shall** give preference to qualified **applicants** in the following order of preference:

- a. employees with seniority within the classifications
- b. employees with seniority in the Home, (i.e., bargaining unit seniority)
- c. employees who have not attained seniority
- d. applicants from outside the Home

The Employer shall inform any laid off employees with seniority at their last known address of vacancies which occur during their layoff.

For the purpose of this Article, employees working temporarily in the department at the time a vacancy posting is made shall **be** considered **as** employees with seniority in the Home (i.e. bargaining unit seniority).

9.02 The Employer will post permanent **job** vacancies **and** temporary vacancies that are expected to be for a period of four (4) weeks or longer, or that have been vacant for four (4) weeks and there is no firm, written commitment that the absent employee will return within two (2) weeks of the time the four (4) week period expires. The posting will indicate:

- a. classification
- b. department
- c. starting date of the position
- d. qualifications required
- e. anticipated duration for temporary position
- f. shift to be worked and the approximate number of shifts per pay period

9.03 When filling a **job** vacancy, the Employer will consider:

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

Preference will **be** given to qualified employees with the most seniority as outlined in Article 9.01, unless the Employer has justifiable reasons for giving greater consideration to the factors as set out in Article 9.03a.

At the time a vacancy is filled, and if the applicant to whom it is given is not the most senior applicant, the Employer shall provide other seniority applicants with a letter stating the reasons they were refused the job posting.

9.04

- a. Notice of a vacant position shall be posted on the bulletin board for at least seven (7) calendar days. A vacancy created by a job posting shall not be subject to more than one (1) further posting.
- b. Applications must be submitted in writing to the supervisor in charge by 4:00 p.m. on the seventh posting day. The posting shall note the applicable date and time deadline for receipt of applications.
- c. The Employer will fill openings resulting from the second job posting at its discretion, based on Articles 9.01 and 9.03, after the successful applicant for the second posting is made known. If the applicant for whatever reason fails to complete the first thirty (30) days of the posting the Employer may appoint another applicant who the Employer would have selected according to the terms of the collective agreement without posting for the position.

9.05

- a. The employee selected to fill a vacant position shall hold that position on a trial period for up to thirty (30) days worked by the employee. The position shall become permanent after the trial period unless:
  - i. the employee feels that she is not suitable for the job and wishes to return to her former position; or
  - ii. the Employer feels that the employee is not suitable for the job.

In either case, the employee will return to her former position and wage rate without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of the position(s) shall also be returned to her former position and wage rate without loss of seniority. These provisions shall also apply in the event of a transfer to a job outside the bargaining unit. It is understood, however, that no employee shall be transferred without her consent to a position outside the bargaining unit.

- b. In dealing with the qualifications of employees who apply for vacant positions, where immediate qualifications are not required, the Employer shall consider such an employee temporarily qualified for the vacancy:
  - i. if the employee undertakes to apply for and commence attendance of the next available health care aide certificate course offered by a community college in the area of the Home and provided the employee successfully completes that course within eighteen (18) months;

- ii. it being understood that the employee is subject to all other provisions regarding the posting and **filling** of vacancies, except that if the employee is selected to fill the vacancy, **she** shall be paid at the start rate of the vacant position she fills.

An employee who has been awarded a job as above must advise her supervisor within thirty (30) **days** in writing of her intent to enrol in the **job**-required course, providing the date *the* course commences and **finishes**. **If the** non-health care employee does not provide this written information and/or **does** not successfully complete the *course*, she shall be immediately returned to her former position. The Employer shall then re-post the health care aide vacancy for which the previously unsuccessful non-health care employee **shall** not be eligible to apply.

The completion of the health care aide certificate course shall not be required from non-health care applicants who are already qualified with a health care aide certificate or are qualified as an R.P.N. or as an R.N.

9.06 The applicant selected to fill a vacant position shall be paid **as** follows:

- a. during the thirty (30) days worked by the employee in her trial period, her previous rate of pay;
- b. upon successful completion of the trial period, a seniority employee shall receive her previous rate of pay or the "start" rate in the new classification, whichever is greater, if the new classification's rate of pay is higher; or, if the new classification's rate is lower, a seniority employee **shall be paid** in accordance with her seniority in the wage grid applicable to the new classification;
- c. upon successful completion of the trial period, an employee who has not completed her probationary period, as outlined in Article 6.01, shall receive the probationary wage rate of the new classification until her employment probationary period is completed.

9.07 The Employer may fill posted vacancies temporarily until a permanent candidate is selected.

9.08 In the event the regular hours of a part time position are increased such that the position becomes a full time position, other than on a temporary basis for the purpose of covering absences, the said full time position shall be posted. The incumbent, if not the successful applicant, shall **be** laid off in accordance with the collective agreement, without the need for further notice of lay off.

9.09 Employees who are on vacation may indicate in advance their desire to apply for a posting if such a posting should occur during their absence. In such a case, the

Employer shall fill the vacancy temporarily. The employee giving advance notice must get a duplicate of the notice, signed as received by the supervisor concerned.

- 9.10 The successful applicant for a temporary job posting is not eligible to **apply** for another posting until the temporary position has terminated or unless the posting being applied for has more hours or **is** permanent in nature.

#### **ARTICLE 10 - JOB CLASSIFICATIONS AND RATES OF PAY**

10.01 Employees shall be classified and paid in accordance with Schedule "B" attached hereto.

10.02 **Wages** shall be paid by the Employer on a biweekly basis, via direct deposit to the banking institution (bank or credit union) of the employee(s) choice. The **pay** will be deposited in the employee(s) account and available to her by 6:00 a.m. on the applicable Thursday. Pay stubs will be handed out to employees as soon as available and shall indicate the payments for vacation by vacation year and any payments for vacation outstanding by vacation year.

10.03 When an employee who is scheduled **and** reports for work in a normal manner and is notified that no work **is** available, she shall receive a minimum of four (4) hours of pay.

If the foregoing occurs for the 11:00 p.m. shift, the employee will not **be** sent home but will work and be paid for the full 11:00 p.m. to 7:00 a.m. shift.

10.04

- a. When an employee is "called in" for an emergency, she shall receive a minimum of four (4) hours pay at the appropriate rate. If an employee is called one (**1**) hour or more before she is scheduled to report for work and informed that she is not to report for work than the provisions of this Article shall not apply.
- b. An employee may request to have her name added to the end of one additional call in list other than the classification group in which **she** works, provided that she is immediately qualified to do the work of that classification. The employee shall commence to earn seniority in the additional classification after the first call in shift. It is understood that an employee may only place her name on the call in list if **she** works less than seventy five (75) hours **bi-weekly and** is available to do the call ins without incurring overtime.

The employee who places her name on the additional call-in list shall **be paid** for the time worked in the call-in classification at the rate which is equal to her regular rate, or in the absence of an equal rate, at the rate in the classification which is closest and greater to the employee's regular rate. In the event the

rate of the employee is greater than the maximum rate in the classification for which she is called in, she shall be paid the maximum rate of the classification for which she is called in.

10.05 Employees called in for an employee who has not started her shift shall be paid for the full shift called in for, even if they report late due to short notice. It shall be the responsibility of the Employer to ascertain the approximate time the called-in employee is able to report for work.

#### 10.06

- a. Prior to establishing a new classification the parties shall discuss and consult with each other on the requirements and qualifications for the new classification, and they will negotiate wage rates for such a new classification. If they fail to reach an agreement on wage rates, they shall submit the dispute to arbitration.
- b. The parties understand and recognize that employees may wish to upgrade their qualifications and skills in order that they may apply for positions within new classifications, should they arise.

Employees wanting to upgrade themselves will be given the opportunity to apply for new positions in accordance with the provisions of Article 9, provided:

- i. they have the ability required for the new position; and
- ii. they obtain the necessary qualification required for the position within six (6) months from the date of being accepted into the new position, or the length of time required to successfully complete the certificate program. The intent is that the employee enrol at the earliest date the course is offered and that is completed in accordance with the time frames of the educational institution concerned.

The intent of the parties is to permit employees to upgrade themselves and give them preference for new classifications where and whenever this is reasonably possible,

10.07 Employees who are assigned to work in more than one (1) classification shall be paid at the appropriate hourly rate for all hours worked in each classification.

#### 10.08 Shift Premium

- a. All employees who are required by the Employer to work on two (2) or more shifts within any two (2) week period, shall receive a shift premium of thirty cents (30¢) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium, and shift premium will not form part of the employee's straight time hourly rate.

b. Effective January 1, 2006, a weekend premium of \$0.15 per hour worked will be **paid** between the start of the shift commencing on or about 2300 hours on Friday to the end of the shift ending on or about 2300 hours on Sunday.

10.09 In circumstances where the employee(s) paycheque is in error, the Employer will **correct** such error as soon as possible, but not later than three (3) week **days** from **the** day the error is made know to the Employer.

10.10 **Pay** periods shall not be changed except by mutual agreement of the parties in writing.

10.11 When the Employer temporarily *assigns* an employee to carry out the responsibilities of a supervisory person (including RPNs working for RNs), the employee shall receive a premium of one dollar (\$1.00) per hour worked, exclusive of overtime or premium pay.

10.12 There shall **be** no pyramiding of any benefits payable under this Agreement **or** under any statute or legislation applicable to the employee.

#### **ARTICLE 11 - WORK SCHEDULES, HOURS OF WORK AND OVERTIME**

11.01 Barring unforeseen circumstances, the Employer shall **post** work schedules on a four (4) week basis at least one (1) week prior to the effective date of the schedule. **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 personally by the Employer at the time that the extra work is added to the schedule.

11.02 Employees will not **be** moved to other shifts unless mutually agreed upon or unless they were hired for all shifts.

11.03

a. New employees in all classifications except that of R.P.N. shall receive *four* (4) working **shifts** of orientation. New employees in the R.P.N. classification shall receive five (5) working shifts of orientation.

b. Orientation time shall be scheduled on all shifts and an employee being oriented shall be an "extra" in addition to the regular number of employees.

c. During orientation the new employee shall be paid at ~~three~~ dollars (\$3.00) per hour below the starting rate in effect for her classification. Upon the successful completion of her probationary period, the new employee will **be** paid three dollars (\$3.00) per hour adjustment for all hours worked during orientation.



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

- a. The first shift of the **day** shall commence at 11:00 p.m. **and** finish at 7:00 a.m.
- b. The second shift of the day shall commence at 7:00 a.m. and finish at 3:00 p.m.
- c. The third shift of the day shall commence at 3:00 p.m. and finish at 11:00 p.m.

The parties recognize that there are existing shifts, including short shifts, that vary from the times set out above and that there may be a requirement to change shifts or establish alternative shifts in the future.

Changes, if required, will be based on the need to provide efficient, quality care for residents. Changes will not be implemented without concern for and without consultation and mutual agreement with the Union.

- d. **No** nursing staff employee shall **be** scheduled to work more than two (2) different shifts in one (~~1~~) work week without a break of at least sixteen (16) hours, and in the case of a nursing staff employee coming off night shift(s) to another shift, the break shall be at least twenty-four (24) hours unless the employee agrees otherwise.

No housekeeping/maintenance, laundry or kitchen staff employee shall **be** scheduled to work more than two (2) different shifts in one ~~(1)~~ week without a break of at least ten (10) hours.

Notwithstanding the foregoing, employees may be called in provided there is an eight (8) hours break between shifts.

- e. An employee may, with the consent of the supervisor, be scheduled to work all shifts provided there is a sixteen (16) hour break between shifts.
- f. No employee shall work more than seven (7) consecutive days, (and the Employer will endeavour to schedule an employee to work no more than ~~six~~ (6) consecutive days), and no more than twenty (20) shifts in any four (4) week period. Employees may exchange working days and **days** off providing such change is approved by the supervisor and providing no employee shall work in excess of eight (8) consecutive days due to such an exchange or more than twenty (20) shifts in any four (4) week period. If there are scheduling difficulties, the Employer and the Union shall meet to arrive at a mutually satisfactory solution.

- g. A full-time employee may have "split days" off during the work schedule. However, a full-time employee assigned to the night shift (11:00 p.m. to 7:00 a.m.) shall not have split days off. Such employee shall be scheduled with a minimum of two (2) full shifts off together.

Nevertheless, at a particular Home, an agreement may be made with the Union to amend this provision.

- h. The Employer shall arrange shifts so that each full-time, (and where possible, each part-time), employee shall have a free weekend every second weekend, unless weekend work is at the request of the employee. For the purpose of this Article, a weekend is considered to be a Saturday and Sunday, unless mutually agreed otherwise.

- 11.05 A part-time employee will be committed to work additional days (to a total of three (3) days per week) upon request by the Employer, specifically during the summer months and at the Christmas-New Year period to replace a full-time employee. The Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees. Unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary action.
- 11.06 Full-time employees with five (5) years or more seniority may be allowed to reduce their work schedule to a minimum of eight (8) shifts in a two (2) week pay period. The employee will specify the time duration in advance. When an employee working such a reduced schedule leaves her position, the position will be posted without the shift reduction. Part-time employees taking these extra shifts are not eligible to receive full-time benefits. It is understood that this reduction in shifts and hours of work will not create an increase in the total compensation cost of the bi-weekly pay period.
- 11.07 Part-time employees shall not be used to deprive full-time employees of the maximum allowable hours where reasonably possible.
- 11.08 A full-time employee shall be paid overtime at the rate of one and one-half (1½) times her straight time hourly rate for all hours worked:
- in excess of seven and one-half (7½) hours on any work day;
  - in excess of seven and one-half (7½) hours worked consecutively;
  - in excess of twenty (20) shifts in a four (4) week period;
  - on an assigned day off when the work is in excess of ten (10) shifts in the two (2) week pay period, except if such work is performed as a result of a voluntary switch in hours with another employee.

- 11.09 A part-time employee shall **be** paid overtime at the rate of one **and** one-half (1½) times her straight time hourly rate for all hours worked:
- a. in excess of seven and one-half (7½) hours on any work **day**;
  - b. in excess of seven and one-half (7½) hours worked consecutively;
  - c. in excess of five (5) shifts worked consecutively.
- 11.10 All overtime must be authorized by the supervisor, and a call-in is deemed to constitute such authorization. There shall be no pyramiding of overtime and/or premium pay under any provision of this Agreement.
- 11.11 The Employer shall make every reasonable *effort* to call in relief staff from the same classification for any employee who does not report for work after giving proper notice, including offering some of the staff shortage time to employees who are working short shifts.
- 11.12
- a. If the return to work of an employee from maternity leave, compensable or non-compensable injury or illness or any other leave of absence results in the displacement of another employee or employees, the Employer shall not be responsible or **liable** for any payment to an employee or employees **so** displaced resulting from her reassignment to work and the resulting disruption of the work schedule of other employees. However, the Employer shall see to it that a displaced employee is given reasonable notice of reassignment.
  - b. If an employee returns early from a leave of absence they will be allowed to do so provided that they provide the Employer with a minimum of two (2) weeks notice. They will be reinstated on the following posted schedule.
- 11.13 There shall be a master schedule in each facility covered by this Agreement, covering all but unscheduled part-time employees. The schedule shall not **be** amended or changed without prior consultation between the parties.
- The guiding principle in distributing work time, not subject to the job posting requirements of this Agreement, shall be that the employee with higher seniority shall **be** given preference.
- 11.14 Prior to working a shift that an employee normally does not work, the supervisor shall direct the employee to the written outlines of job routines.
- 11.15 The procedure for calling in employees shall be continued as per the mutual agreement of the parties and the past practice in each facility covered by this Agreement.

## ARTICLE 12 - ABSENCE FROM WORK AND REPORTING

### 12.01 Calling in Absent

An employee who is unable to report for work shall give the Employer a minimum of four (4) hours notice (except for day shifts which commence at 8:00 a.m. or earlier where an employee shall be required to give one (1) hours notice).

In case notice is not given within the required time, the employee shall not be entitled to *her* sick pay on the first day of sickness.

Employees absenting themselves from work on a day to day basis are expected to contact their supervisors (or designate) unless it is known that the absence is long term.

### 12.02 Notice of Return to Work

An employee who is off work due to illness or injury shall inform the Employer in advance of her return to work for her scheduled shifts in accordance with the following:

Period of Absence	Advance Notice Period
1 day	2 hrs
2 - 7 days	8 hours
over 7 days and up to 14 days	48 hours
over 14 days	72 hours

### 12.03

- a. Every employee shall be required to obtain a doctor's certificate upon return to work after an illness which lasts longer than two (2) days. The Employer may require a doctor's certificate on the first day of illness if an employee abuses the sick day provisions outlined elsewhere in this Agreement.
- b. The Employer shall pay the cost for medical certificates if the certificate is requested for reasons other than where the Employer can demonstrate a pattern of abuse for an employee in the taking of sick time, in which case the employee is responsible for the cost of the medical certificate.
- c. In order to receive the reimbursement the employee must provide proof of payment and the note must include the date, the visitation date, the employee's name, the first day of illness/disability, the expected date of return (if known), and certify that the employee was unable to carry out his/her duties due to illness and/or disability.

## ARTICLE 13 - LUNCH AND REST PERIODS

- 13.01 There shall be one (1) fifteen (15) minute rest period with pay during each half shift at a time designated by the Employer.

Employees on short shifts shall receive their paid fifteen (15) minute break(s) in accordance with the following:

**Shift of less than six (6) hours** .....one break

**Shift of ~~six~~ (6) hours or more**.....two breaks

13.02 Employees shall ~~be~~ granted a minimum of one-half ( $\frac{1}{2}$ ) hour unpaid **lunch period** for each shift of five (5) hours or more duration.

13.03 An employee who works more than four (4) hours of overtime after completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime.

13.04 Employees shall be allowed to take their full breaks as set out in Articles 13.01 and 13.02 without interruption, except in cases of fire drills and emergencies. Interrupted breaks shall be extended for the portion missed.

#### ARTICLE 14 - SENIORITY

##### 14.01

- a. Seniority, (bargaining unit seniority), **is** the ranking of employees in accordance with their length of employment from their last date of hire **as** obtained following the completion of the probation period **as** set out in Article 6.
- b. Effective on ratification, seniority for part time employees for the purposes of **job** postings, vacation choice and wage progression shall **be** based **on** hours as per Article 7.01.

14.02 Classification seniority as referred to in Article 9.01a is the ranking of employees in accordance with their length of time worked within the following classification groupings:

- Housekeeping/Maintenance and Laundry
- Dietary Aide, Assistant Cook, Cook and Baker
- Nursing Aide, Health Care Aide and *Life* Enrichment **Aide**
- R.P.N.

14.03 The Employer shall maintain seniority lists and make copies available to the Union upon request.

14.04 An employee's seniority shall cease to exist and shall be deemed terminated if an employee:

- a. voluntarily quits the employ of the Employer;

- b. is discharged and such discharge is not reversed through the grievance procedure;
- c. fails to report on the first day following the expiration of a leave of absence unless she has a justifiable reason;
- d. is laid off for a continuous period of more than eighteen **(18)** months;
- e. has been absent for five **(5)** consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
- f. retires or is retired
- g. is off work due to illness or other physical disability for the lesser of a period equal to her seniority at the time that the illness commences or twenty-four **(24)** months. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code;
- h. obtains gainful employment while on a leave of absence from work;
- i. has been employed by the Employer for ~~less~~ than one **(1)** year and has been receiving Workers' Compensation, as a result of a work related injury while in the employ of the Employer, for twelve **(12)** months;
- j. **has** been employed by the Employer for one **(1)** year or longer and has been receiving Workers' Compensation, as a result of work-related injury while in the employ of the Employer, for twenty-four **(24)** months.

14.05 Seniority shall be transferable to any Nursing Home operated by the Employer at which the Union has a Collective Agreement with the Employer. However, for the purpose of eligibility for job vacancy postings only, the transferred employee's "seniority" shall be the length of time worked in the facility concerned since the transfer.

#### **ARTICLE 15 - REHIRING AND TRANSFERS**

15.01 Employees who terminate their employment and are rehired into the classification which they left within one **(1)** year, shall be paid at the step on the wage grid which they were at when they terminated. Employees will be required to receive one **(1)** day of orientation in line with Article 11.03 and shall serve the probationary period as set out in Article 6.

Upon completion of the probationary period, seniority and service will accrue from date of last hire.

15.02 If an employee requests a transfer to another Nursing Home, the request shall be granted if there is a vacancy. The vacancy shall be subject to the posting

procedure. An employee rehired or transferred to another location shall report on a mutually agreed date.

15.03 An employee who transfers to any Nursing Home covered by this Collective Agreement shall retain **all** seniority from the date of first hiring. The employee **shall** retain credit for sick days and vacation pay. The employee, when reporting to the new Nursing Home, shall be **subject** to the following:

- a. serve a trial period of thirty (30) days worked by the employee if employed in a similar classification. The employee(s) seniority shall be retained at her former location until the completion of this trial period.
- b. if working in a similar classification, the employee shall be paid according to total hours of employment;
- c. if working in a different classification, she shall serve the probationary period and the employee shall receive the after probation rate provided she has completed the probationary period;
- d. under no circumstances shall the employee's rate of pay be decreased.

## ARTICLE 16 - LAYOFFS

16.01 When it is necessary to reduce or alter the working force of employees, the following procedure will **apply**, provided it does not prevent the Employer from maintaining a workforce of employees who are qualified to do the work available. For all employees, it is agreed and understood that a reduction in the number of scheduled hours in a week does not constitute a layoff unless the employee **has** his/her hours reduced in excess of five (5) hours bi-weekly.

Such reduction shall **be** seen as a layoff. Affected employee(s) shall **be** entitled to exercise their bumping rights in accordance with this provision.

16.02

- a. In the case of layoffs, the Employer will recognize the seniority standing of each employee **as** the continued performance of her work permits according to the following. Ability to perform available work being relatively equal in the Employer's judgement, seniority shall prevail, **so** that the employee having the highest seniority shall be **laid** off last and recalled first, provided that the employee has the necessary basic qualifications where immediately required, or where not immediately required, within the time frame specified under Article 9.05b.

Subject to the foregoing, an employee to **be** laid off shall first displace the least senior employee with a relatively equal number of regularly scheduled hours, (that is not more than five [5] hours more biweekly than her regularly

scheduled position) within her shift. If there *is* no less senior employee with a relatively equal number of regularly scheduled hours on her shift, or if the employee to be **laid** off is the least senior employee on her shift, then she shall displace the least senior employee with a relatively equal number of regularly scheduled hours on another shift. If the employee to be **laid** off chooses, she may displace the least senior employee on her shift with a **lesser** number of regularly scheduled hours. If there is no such employee on her shift, she may displace a less senior employee with a lesser number of regularly scheduled hours on another shift. Under no circumstances may a **part** time employee displace a full time employee under the above procedure.

- b. The Employer shall make every effort to minimize the effect on regularly scheduled positions where this can **be** reasonably accommodated within the work schedule and the operations of the Home.

Where **less** than five (5) hours biweekly have been reduced within a classification, prior to the Employer subsequently reinstating those hours, the Employer will make every effort to reinstate those hours to the employees who were reduced before new positions are added within that classification or an employee **is** recalled to that classification from a full layoff.

For short-term layoffs (less than thirteen [~~13~~] weeks duration] the Employer, whenever possible, **shall** give the employees concerned, as well as the Union, a two (2) week notice of the intention to lay off employee(s). Such notice to the Union shall not be in addition to the notice provided to individual employees.

- 16.03 The Employer, whenever possible, shall **give** the Union and the employees concerned ~~six~~ **(6)** weeks' notice of the intention to lay off employees when the layoff is expected to **be** permanent or long-term [in excess of thirteen (13) weeks duration]. Such notice to the Union **is** not in addition to the notice provided to employees. Length of notice to individual employees shall **be** in accordance with the Employment Standards *Act*. Employees with nine (9) years of seniority or greater shall be provided with one **(1)** additional week(s) notice for each year of seniority, to a maximum of twelve (12) weeks' notice. Subject to Article 11.02, the parties agree that employees shall remain in their prior layoff positions and shift until the notice period has been exhausted subject to operational needs.
- 16.04 An employees whose position **is** subject to layoff or reduction of hours shall have the right at the employees option to either:
  - a. accept the layoff or reduction, or
  - b. displace an employee under the provisions of Article 16.02 a.



An employee will have five (5) calendar days following written notification to indicate their choice, Failure to indicate within the above time limit will be deemed to mean that the layoff or reduction is accepted.

**16.05 Recall Rights**

- a. An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability **and** qualification **as** required to perform the work after such opening is **filled** on a regular basis under the job posting procedure prior to the posting of the job.
- b. An employee recalled to work in a different classification from which she was laid off or an employee who was bumped out of a classification to maintain her hours shall have the option of returning to the position she held prior to the layoff should it become vacant within twelve (12) months of being **recalled**. This option may only be offered once.
- c. **No** new employee shall **be** hired until all those laid off have been given an opportunity to return to work according to the terms of the Collective Agreement and have failed to do **so**, or in accordance with Article **14.04**, have lost their seniority and were deemed terminated.

**16.06** It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within three (**3**) working days (exclusive of Saturday, Sunday or holidays) after being notified to **do** so by registered mail, addressed to the last known address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing), and to return to work within ten (**10**) working days after being notified, or such time as mutually **agreed** to between the employee and the Employer. The notification shall state the **job** to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address and telephone number **being** on record with the Employer. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach that employee.

**16.07** Employees on layoff or notice of layoff shall **be** given preference for temporary vacancies which are expected to exceed twenty (**20**) **days** of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such a recall and may instead remain on layoff. This provision supersedes the **job** posting provision. The Employer is not required to give notice of subsequent layoff to the Union nor an employee who is recalled to fill such a temporary vacancy.

**16.08** If an employee or the Union wishes to file a *grievance* about a layoff, or notice of layoff, this shall **be** done through the grievance procedure.

16.09 **Termination**

An employee, whenever possible, shall give a minimum of two (2) weeks notice of termination of employment.

16.10 **The** Employer shall give a minimum of two **(2)** weeks notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice except in case of dismissal for cause or termination during the probationary **period**. If, by law, a longer notice of termination must be given or a greater sum **paid** in lieu of such notice, such longer notice must be provided or greater sum **paid**.

16.11 **Retirement**

Employees who have obtained the age of sixty-five (65) years shall normally **be** retired. If their employment is continued, they shall be subject to semi-annual review **by** the Employer to determine whether they are capable of performing their assigned duties. If such employees are capable of performing their assigned duties in the opinion of the Employer, their employment shall **be** continued until such time as they are not so capable at which time they may **be** retired.

**ARTICLE 17 - PAID HOLIDAYS**

17.01

a. The following days are paid holidays under this Agreement, for full-time employees who have completed their probation period, paid at their regular rate of pay:

New Year's Day	Labour Day
Heritage Day (third Monday in February)	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Two Float Days (see (b) below)
Civic Holiday	

b. A float holiday is to **be** taken at the discretion of the employee, with approval of the Supervisor, and shall **be** taken within each calendar year, The float holiday cannot be accumulated from **one** year to another.

Prior to October 1<sup>st</sup> of each calendar year, employees shall inform the Administrator of their selection date for the float holiday. Employees shall notify the Administrator one **(1)** week in advance of their intent to take a float holiday and the day selected, If an employee **does** not inform the Administrator on or before October 1<sup>st</sup>, the Employer may designate which day can **be** used as float holiday.

- 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 or the float holiday set out in this Article.
- d. During their probation period, full-time employees will qualify for holidays and holiday pay in line with the provisions of the *Employment Standards Act*.

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

17.03 If any of the above named holidays fall on a full-time employee's regular day off, the employee is entitled to receive an additional day off with pay in lieu thereof, within sixty (60) calendar days following the holiday. This day will be at a mutually agreeable time between the employee and the Employer. Failing mutual agreement as to the scheduling of a lieu day or, if the employee prefers, she shall receive one (1) day's pay.

17.04 **Part-time Employees**

- a. Part-time employees who have completed their probationary period shall be entitled to the following holidays paid at their regular rate of pay:

New Year(s) Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Two Float Days
Labour Day	

Taking of a "float" day is based on the conditions of 17.01b, and employees will qualify in accordance with 17.04d.

- b. A part-time employee, irrespective of the number of days worked, working on a paid holiday as designated in Article 17.04a shall be paid at the rate of one and one-half (1½) times her regular hourly rate for each hour worked in addition to regular wages for the holiday.
- c. A part-time employee assigned to work on a holiday designated in Article 17.01a, other than the Float Holiday, and such holiday is not designated in Article 17.04a, shall be paid double (2x) time for each hour worked.
- d. A part-time employee not working on a holiday as designated in Article 17.04a shall not be entitled to a paid holiday unless she has worked on four (4) days during the four (4) weeks immediately preceding the holiday.
- e. While on probation, part-time employees shall receive payment for holidays in accordance with the provisions of the *Employment Standards Act*.

17.05

- a. Notwithstanding the Emergency Leave Provisions of the *Employment Standards Act*, an employee **shall** not be entitled to holiday pay unless she reports for work on her last scheduled shift before the holiday and on her **first** scheduled shift after the holiday. This restriction shall not apply *if* the employee is excused in writing by the Employer or if she is ill on one of the qualifying days and produces an appropriate doctor's certificate or other reasonable proof.
- b. No employee shall **be** entitled to holiday pay and sick leave **on the** same day. If an employee is ill on a holiday, she shall only receive holiday pay.

17.06 If an employee misses a qualifying **day** when there are two (2) or more consecutive holidays, the employee shall lose one (**1**) holiday for each qualifying day missed and one (**1**) further holiday for each day missed **in** succession to the qualifying day.

17.07 An employee *who is* on leave of absence during one *of* the paid holidays or one of the qualifying **days** will receive holiday pay provided she worked within thirty (30) days before the holiday.

17.08 Employees shall 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.

Employees with the most seniority will have first preference for holidays off or worked, providing the facility(s) operational requirements are met.

Whenever possible and **by** mutual agreement at a facility, employees will **be** scheduled off work for a minimum of three (**3**) consecutive calendar days at either Christmas or New Year(s).

17.09 A part-time employee who becomes a full-time employee **must** have completed her probationary period before she is entitled to paid holidays outlined in Article 17.01.

17.10 **Lieu Days**

If a paid holiday occurs during the vacation period of a full-time or part-time employee, such employee shall receive an additional day(s) pay in lieu of the holiday at straight time.

An employee may, however, prior to going on vacation, inform her Supervisor of her preference to take another additional day off with pay. Such day must be requested two (2) weeks in advance. Granting of same is subject to the operations of the Home.

17.11 Full-time employees who work a paid holiday may select with the approval of their supervisor, another day off in lieu of the paid holiday, Such lieu days may be accumulated to a maximum of five (5) and taken together, but not during **June, July and August** or at the Christmas holiday period. A lieu day can be taken up to five (5) days before a holiday on which the employee is scheduled to work.

Employees who wish to opt for a lieu day shall indicate this to the Employer at least two (2) weeks in advance of the paid holiday worked, and then will be paid at the rate of one and one-half (1½) times her regular rate, with the remaining pay (straight time for the holiday) paid on the day taken off in lieu of the paid holiday worked. If any lieu days are not taken by the year-end they will be paid out to the employee by December 31<sup>st</sup> of the year.

## ARTICLE 18 - VACATION AND VACATION PAY

### 18.01 Full-time Employees

Full-time employees shall be entitled to vacation according to the following schedule:

Period Worked (Years)	Time Off	Vacation Pay
Less than 1	1 week	4%
1 but less than 3	2 weeks	4%
3 but less than 5	3 weeks	6%
5 but less than 8	4 weeks	6%
8 but less than 15	4 weeks	8%
15 but less than 25	5 weeks	10%
25 or more	6 weeks	12%

Effective January 1 2005, 25 years is reduced to 23 years, 6 weeks, 12%.

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.

### 18.02 Part-Time Employees

Part-time employees shall be entitled to vacation with eligibility determined on the basis of 1950 hours equalling one (1) year of service.

Part-time employees shall be entitled to vacation according to the following schedule:

(Years)		
Less than 1	1 week	4%
1 but less than 3	2 weeks	4%
3 but less than 5	3 weeks	6%
5 but less than 8	4 weeks	6%
8 but less than 15	4 weeks	8%
15 but less than 25	5 weeks	10%
25 or more	6 weeks	12%

Effective January 1 2005, 25 years is reduced to 23 years, 6 weeks, 12%.

- 18.03 The date to determine the "period worked" is the employee's last hiring date.
- 18.04 Vacation pay is calculated at the applicable percentage as indicated in Article 18.01 and the definition of "gross earnings" in the previous vacation year. The definition of "gross earnings" shall be interpreted to mean: **Any** monies paid directly to an employee by the Employer for hours worked and paid and not worked but paid for by the Employer to the employee, within the vacation year.
- 18.05 **On** January of each year the Employer shall post a blank vacation schedule sheet. Between January 1 and April 1 each employee shall have the right to indicate on this sheet the time during which she prefers to take her vacation.
- 18.06
- a. The completed vacation schedule shall be determined, if possible, in discussions between the Employer and the Union Stewards between April 1 and April 15. The guiding factors shall be seniority and family circumstances. Whenever a conflict arises that cannot **be** settled amicably, the dispute shall be resolved **by** the Employer.
  - b. **It** is general practice not to allow employees to take vacation from December 15<sup>th</sup> through January 15<sup>th</sup> due to the three named holidays **and** increased family and resident expectations during that time period. Notwithstanding this position, requests on an individual basis will **be** considered, providing operational scheduling and holiday commitments can be met.
- 18.07
- a. Consistent with the provisions of the *Employment Standards Act*, employees shall take not less than three (3) weeks of their vacation in segments which are at least one (~~1~~) week in duration.
  - b. Nevertheless, if an employee is entitled to more than three (3) weeks of vacation time in a given year, she may carry the additional time over into the following calendar year and be entitled to take the time prior to April 30<sup>th</sup>.

It is understood that references to weeks of vacation refer to **Seven (7)** consecutive calendar days.

**18.08** The Employer shall post the final schedule on or about April 15. This schedule shall not be changed except with the consent of the Employer, the Steward and the employee(s) affected.

**18.09**

- a. Vacation pay is to **be** paid to an employee by a separate cheque.
- b. An employee may, on the form **provided**, request and **be paid** her vacation **pay** several times a year provided adequate notice is given.
- c. Changes in vacation time and vacation pay percentage for an employee shall be effective on the employee's anniversary date, in the case of full-time employees, or on the calculated date, in the case of part-time employees.

#### **ARTICLE 19 - INSURANCE PLAN**

**19.01** The Employer agrees to contribute one hundred percent (100%) of the premium cost of the following plans for **full-time** employees (and their families where applicable) who have completed their probationary period.

- a. Life insurance Plan providing \$25,000 life insurance coverage.
- b. Accidental Death & Dismemberment benefit of \$25,000.
- c. Extended Health Care benefit including a Drug Plan. The amount deductible for health benefits is \$10.00 per individual, \$20.00 per family, once per calendar year.

The Drug Plan coverage shall be for generic drugs, unless otherwise specified by the physician prescribing the drug.

Effective January 1, 2005, the paramedical cap will be increased to \$300.00.

The Extended Health Care benefit includes a Vision Care Plan providing coverage for lenses and frames to a maximum amount of \$125.00 every two (2) years per person for each employee and eligible family members. Effective January 1, 2005 the maximum amount will increase to \$140.00.

**19.02** The Employer agrees to pay seventy-five percent (75%) of the cost of a Dental Plan equivalent to the Blue Cross No. 9 Plan, with a \$12.50 per individual and a \$25.00 per family deductible amount once per calendar year with a one year lag on the ODA fee schedule adjusted January 1<sup>st</sup> of each year.

**19.03** Part-time employees who participate in the above insurances pursuant to Article 8 shall do so on the following basis:

- a. The employee may choose one, several or all of the insurances outlined in Articles 19.01 and 19.02.
- b. The Employer will pay fifty percent (50%) of the premium paid for full-time employees for all the insurances chosen by a part-time employee with the remaining premium cost deducted from the part-time employee's pay.
- c. A part-time employee, as per Article 9.02, assuming a temporary full-time position shall be entitled to 100% Employer-paid premiums for the insured benefits the employee was enrolled in prior to commencement of the full-time position.
  - i. The 100% Employer-paid premium shall commence the month following the commencement of the full-time position.
  - ii. The Employer's portion of the premium shall be reduced to 50% the month following the return to part-time.
  - iii. A part-time employee who receives money in lieu may elect to continue to receive it or opt for benefit coverage. It is understood that once benefits are chosen the employee will no longer be eligible for the money in lieu when she returns to part-time.

**19.04**

- a. Coverage for all of the insurances outlined in Articles 19.01 and 19.02 shall commence for full-time employees upon completion of the employee's probation period, and for part-time employees, subject to Article 8, upon completion of their probationary period or six (6) months, whichever comes first.

The Employer is at all times responsible for the enrolment and proper remittance and payment of premiums to the insurance carrier. It is the responsibility of the employee to submit claims. New employees must complete either an application for enrolment or a written refusal of all or partial coverage by the end of their probation period.

- b. Coverage and payment of benefits under all of the insurances outlined above shall be subject to the specific terms and conditions of the insurance policy contract and any legislation which may apply.

The Union shall be supplied with a copy of the policy with the insurance carrier(s).



Late application for life and extended health coverage is subject to approval by the insurance carrier. Late dental coverage applications are subject to the insurance carrier's restrictions during the first year of coverage.

- c. All employees covered by the insurances shall be supplied with a copy of a booklet, as provided by the insurance company, outlining the coverage to which they are entitled.
- d. The Employer will ensure the availability of insured benefit coverage as in effect prior to the commencement of this Agreement or as specifically amended by this Agreement.
- e. The Employer agrees to co-operate with the CLAC Health Fund by deducting bi-weekly premiums and by providing the appropriate employee information required for the operation of the employee paid Long Term Disability (LTD) Plan for all permanent full time employees.

#### 19.05 Benefit Premiums

The Employer shall continue to pay its portion of insured benefit premiums, provided employees continue to pay their portion, as follows:

- a. during the month in which the employee(s) leave of absence without pay commences;
- b. while the employee is off due to illness, including the period when receiving paid sick leave benefits paid by the Employer, up to a maximum of three (3) calendar months;
- c. while in receipt of compensation from the Workplace Safety and Insurance Board as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- d. while on maternity/parenting leave, for the period it is required to pay benefit premiums, in line with government legislation.

Employees on leave of absence and following the periods set out above may continue benefit coverage until such time as they lose their seniority, providing they make arrangements with the Employer to pay the Employer and employee portion of all benefit premiums to the Employer by the 15<sup>th</sup> of the month on which the premium is due.

- 19.06 The Employer shall make arrangements with the insurance company that for all claims filed by an employee the insurance company will issue a cheque directly to the employee's home address. The Employer shall be saved harmless for all such payments made; however, the Employer will assist employees in the processing of

their claims. Employees may file dental claims directly with the insurance company.

- 19.07 A person normally eligible for insurance coverage and on a leave of absence may continue under the insurance plans by paying the total monthly cost to the Employer by the fifteenth (15<sup>th</sup>) day of each month if so arranged with the Employer for any month in which she is not entitled to Employer paid coverage.

Employees who do not wish to continue insurance coverage while on a leave of absence can discontinue and be reinstated within thirty (30) days of return to work with the restrictions that apply to late application approvals.

- 19.08 Annual Medical – The employee is responsible for the completion of the medical form provided by the facility.

## **ARTICLE 20 - SICK LEAVE**

### **20.01**

- a. Full-time employees shall be entitled to accumulate one and one-half (1½) sick days per month of employment after they have completed their probationary period. Payment for a sick day shall commence with the first day of sickness. In order to establish credit for a sick day, when an employee has worked for a portion of a particular month, the employee is to have worked a minimum of eighty-five (85) hours in order to receive credit for a sick day for that particular month.
- b. Part-time employees hired July 14, 1988, or thereafter, and part-time employees who choose to participate in the insurance and sick leave provisions as provided for in Article 8 of this agreement will be entitled to accumulate 11.25 hours of sick leave credit for each 162.5 hours paid by the Employer to a maximum of 810 hours.
- c. Sick days shall accumulate to a maximum of eighteen (18) days per year and shall be cumulative from year to year to a maximum of 108 days.
- d. 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.
- e. An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time off work.
- f. **Approved** sick pay will apply only to scheduled time lost.

- 20.02 An employee absent from work because of an injury that is compensable under the *Workplace Safety and Insurance Act* shall not lose any accumulated sick days.

20.03 No sick leave shall be paid if a third party is paying income allowance (e.g., insurance pay for injuries sustained in an automobile accident). However, an employee may use accumulated sick days if insurance payments are held up due to a dispute; when such a dispute is resolved in favour of the employee, she shall repay the Employer and shall be credited again for the sick days used.

20.04 Leave of absence for pregnancy is not to be considered as sick leave and shall be subject to the provisions of Article 22.

In the event an employee becomes ill during a period of vacation time, sick day payments shall not commence until the vacation period for which the employee was scheduled is completed.

20.05 The Employer agrees to credit full-time employees who complete their probationary period with one and one-half (1½) sick days for each month of employment while working as a probationary employee.

20.06 Sick leave credits are to be referred to in hours as apposed to days.

#### 20.07 **Employment insurance Premium Reduction**

The employees' share of the Employer(s) Employment Insurance (EI) reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

Sick benefits will only cease at date of layoff or termination of employment if the disability started within two (2) months of the date of layoff or separation and notice of layoff or separation was given prior to the occurrence of the disability. Otherwise, payment of sick leave benefits will continue after layoff or termination until the lesser of the duration of the disability or the exhaustion of the paid sick bank, or seventy-five (75) days.

### **ARTICLE 21 - PENSION PLAN**

21.01 This plan applies to all employees covered by this Collective Agreement.

21.02 It is mandatory for all employees with six (6) months employment to participate in the Pension Plan. New employees will join the Plan immediately upon completing six (6) months of employment.

21.03 The Employer shall deduct from the covered wages of each eligible employee, each pay, an amount equal to four percent (4%) of such covered wages. An employee may give notice to the Employer that she agrees to have deducted for the full calendar year an additional amount from her covered wages and the Employer shall deduct and remit the said amount, Notice shall be given prior to December for the following calendar year and once given, shall not be revoked for that year.

- 21.04 The Employer shall pay an amount equal to four percent (4%) of the covered wages of each eligible employee.
- 21.05 Covered wages as set out in Articles 21.03 and 21.04 above include straight time hourly wages, the straight time portion of holiday pay and vacation pay. All other earnings are excluded.
- 21.06 The Employer will remit the employee(s) and the Employer's contribution to Pension Plan # 0398594, a registered money purchase plan, within thirty (30) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each.
- 21.07 The Employer and the Union will cooperate in providing the information required to administer the pension plan on the employee's behalf. The plan shall be responsible for informing the employees about the plan including an annual statement to each employee, showing their previous years balance, new contributions made, new earnings and new balance.

**21.08 Contribution Continuation**

The Employer shall continue to pay its portion of pension contributions, provided employees continue to pay their portion as follows:

- a. while in receipt of compensation from the Workplace Safety and Insurance Board as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- b. while on maternity/parenting leave, for the period it is required to continue pension contributions, in line with government legislation;

Employer and employee contributions will be based on the employee(s) average covered wages during their four (4) regular pay periods prior to being off work.

Employees must make arrangements with the Employer to pay their portion of all pension contributions to the Employer by the 15<sup>th</sup> of the month in which they are due.

**ARTICLE 22 - LEAVE OF ABSENCE**

- 22.01 The Administrator may grant a request for a leave of absence without pay for personal reasons providing that she receives at least one (1) month's notice in writing, unless impossible. Such a leave may be arranged to the mutual satisfaction of both parties and request for such leave shall not be unreasonably withheld. Applicants must when applying, indicate the date of departure and specify the date of return.

- 22.02 **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. The Union shall receive a copy of the reply.
- 22.03 Employees on leave of absence, sick leave or Workers' Compensation will not engage in gainful employment elsewhere. An employee who violates **this** rule will **forfeit** all seniority rights and **privileges** and may be dismissed **by** the Employer
- 22.04 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.
- 22.05 To qualify for leaves of absence, an employee must have completed her probationary period. No benefits except as hereinafter provided shall accrue or **be paid** to any employee on leave of absence.
- 22.06 An employee who has completed less than two (2) years of employment and **is** granted a leave of absence shall continue to accumulate credits for **vacation, sick** leave, wage progression and other benefits for a maximum of one (**1**)month.
- 22.07 An employee with more than two (2) years of employment who **is** granted a leave of absence will continue to accumulate credits for vacation, sick leave, wage progression and other benefits for a maximum of three (**3**)months.
- 22.08 If the leave of absence exceeds three (3) months, such employee **shall** accumulate **no** further vacation or sick leave credits but shall continue to accumulate seniority subject to the provisions of Article 14.
- 22.09 Unpaid leaves of absence in excess of thirty (30) consecutive days shall not count as service to advance an employee to one (1), two (2) or three (3) year wage rates in a **job** classification. However, a leave of absence, because of work-related disability or illness, shall count **as** service for wage progression purposes.
- 22.10 **Maternity, Adoption and Parental leave**  
The following, in part, reflects the provisions of the *Employment Standards Act* on these matters. In all cases of dispute and where the Act as amended from time to time is superior, the provisions of the Act will prevail,
- a. An employee who **is** pregnant or who adopts a child is entitled to a leave of absence of up to seventeen (17) weeks. The employee must have been in the employ of the Employer for at least thirteen (13) weeks to qualify for the leave and for the payment of above EI benefits.
  - b. The employee shall normally give the Employer written notice at least two (2) weeks in advance of the intended date of commencement and completion of

the leave, In the case of pregnancy, the employee will provide the Employer with a medical doctor's statement of the estimated date of delivery.

- c. Where an employee intends to return to work sooner or later than the original date, she shall give the Employer at least two (2) weeks written notice in advance. Maternity or adoption leave may be extended beyond the seventeen (17) week period when recommended and certified by a medical doctor.
- d. Employees are entitled to a parental leave that must begin no later than fifty-two (52) weeks after the day the child is born or comes into custody, care **and** control of the parent for the first time. For employees on maternity leave, parental leave will begin immediately after the maternity leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took maternity leave and thirty-seven (37) if she did not. In all cases of parental leave the employee must give at least two (2) weeks written notice of the intended date of commencement and completion of **the** leave, and if the employee intends to return sooner than the original date the early return to work shall be subject to two (2) weeks written notice to the Employer.

## 22.11

### a. Paid Maternity Leave

An employee on leave as set out in Article 22.10 above, who is in receipt of Employment Insurance Maternity Benefits pursuant to Section 30 of the *Employment Insurance Act*, shall be paid a supplemental Unemployment benefit, That benefit will be equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. An employee must complete ten (10) months of continuous service prior to the expected date of **birth** to be paid a supplemental unemployment insurance benefit,

Such payment shall commence on a monthly basis following completion of the two week Employment Insurance waiting period, and receipt **by** the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Maternity Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employer will accept the first EI stub **as full** and sufficient proof of her eligibility for top-up payments for the duration of the maternity leave period.

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

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

**22.12 Union Leave**

The Employer shall grant one **(1)** day's leave of absence, with pay, per calendar year to a maximum of five (5) Stewards per Home for the purpose of attending steward seminars.

**22.13 Union Education and Assistance Fund**

Effective September 1, 2004

"The Employer shall monthly remit to the Union, together with the remittance of Union dues, two cents (\$0.02) per hour worked for each employee in the Union's bargaining unit. The remittance will show the number of hours worked by each employee in the month in question.

**22.14 Education Leave**

- a. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the tuition cost associated with such courses. If required by the Employer, an employee shall be entitled to a leave of absence with **pay** and without **loss** of seniority and benefits to write examinations to upgrade her employment qualifications.
- b. The Administrator using his/her best efforts, may grant a request for an unpaid leave of absence of up to one **(1)** year to upgrade employment qualifications, provided that she receives at least one **(1)** month's notice in writing, unless impossible, and provided that such a leave may be arranged without undue inconvenience to the normal operations of the facility. Applicants, when applying, must indicate the date of departure and specific date of return.

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

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

- a. An employee will not be eligible for paid holidays, sick leave, uniform allowance or any other benefits of this Agreement except where specified otherwise during any absence covered under the Workplace Safety and Insurance Board.
- b. Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on compensation under the Workplace Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current year(s) vacation entitlement.

- c. An absence due to a compensable accident, where the anticipated length of absence is two (2) months or more the Employer will post notice of the vacancy in accordance with the job posting procedure in the Agreement. Where the anticipated absence is less than two (2) months, the Employer **may** fill the position with part-time employees.
- d. The injured employee shall preserve seniority in line with Article 14.04i or 14.04j. Upon recommendation of the attending physician, the employee **shall** have the right to return to work. The doctor(s) recommendation should indicate that the employee has the physical capacity to fully perform the **required** work.
- e. An employee who returns to work within the period set out in Article 14.04i or 14.04j, shall return to her former job or its equivalent without loss of support or benefits accrued to the date of injury and may **displace** an employee with the least seniority in the same classification.
- f. If, on the recommendation of the attending physician, the **employee is** capable only of performing work of a different kind or of a lighter nature and **such** work **is** available within the Nursing Home in a classification which **is** covered by this Agreement, then the returning employee may exercise her seniority **by** bumping into the job at the applicable salary level, displacing the employee with the least seniority in that classification.

23.02 If an employee ~~is~~ injured or becomes ill during a shift and her absence **is** covered under the *Workplace Safety and Insurance Act* then the Employer shall **pay** the employee for her full shift, irrespective of the number of hours worked.

## ARTICLE 24 - BEREAVEMENT LEAVE

### 24.01

- a. An employee who has completed the probationary period ~~and~~ is bereaved of a parent, step parent as defined by the *Family Law Reform Act*, grandparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandchild **shall** be granted a leave of absence of three (3) days with **pay**, provided the employee attends the funeral,
- b. An employee who has completed the probationary period and is **bereaved** of her spouse or a child shall be granted a leave of absence of five (5) days with pay, provided the employee attends the funeral,
- c. An employee who has completed the probationary period and is bereaved of an aunt or uncle shall be granted a leave of absence of one day with pay, provided the employee attends the funeral.

The bereavement leave shall be between the date of death and two (2) days after the funeral.



- d. An employee who has not completed the probationary period shall be granted the leaves of absence in (a) and (b) of this Article, however, such leave may be without pay.
- e. Additional unpaid bereavement leave will be granted if requested under (a) and (b) above.

24.02 If the employee ~~is~~ not able to attend the funeral, the leave of absence shall ~~be~~ for one (1) day only with pay.

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

24.04 An employee shall not receive bereavement pay when already receiving holiday pay or vacation pay. If an employee attends the funeral of a member ~~in~~ the immediate family (as specified in Article 24.01) while being on sick leave, the bereavement leave will not ~~be~~ charged against accumulated sick leave.

#### ARTICLE 25 - JURY DUTY

25.01 The Employer shall reimburse an employee on jury duty at regular rates of pay for each day while **servicing** on jury duty. The employee must provide the Employer with a signed document from the clerk of the court, stating the days ~~in~~ attendance and the amount of payment received from the court. The Employer shall deduct payments received from the court from the employee's wages.

25.02 The Employer shall reimburse an employee called **as** a subpoenaed witness at regular rates of pay for all scheduled work time missed, to a maximum of five (5) days per employee per calendar year. The Employer shall be provided with a copy of the subpoena and the Employer may deduct any wage compensation amounts received under the subpoena from the employee's wages.

25.03 It shall be the employee(s) responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty or **as** a subpoenaed witness.

#### ARTICLE 26 - APRONS AND UNIFORMS

26.01 Kitchen staff shall be provided with aprons, free of charge, if such aprons must be worn during work.

26.02 Uniform Allowance shall be **paid** to employees in accordance with the following schedule:

Full-time.....\$10.00 mo.  
Part-time.....\$ 5.00 mo.

**Increase** uniform allowance to \$12.00 full-time/\$6.00 part-time effective January 1, 2007.

- 26.03 Upon completion of probation, employees shall be paid their uniform allowance retroactive to the date of hiring. The payment shall be issued with the next paycheque following completion of the probationary period.
- 26.04 Uniform allowances shall be paid to employees by separate cheque on or before September 30 and March 31.
- 26.05 The purpose of uniform allowance is for the purchase and maintenance of uniforms.

#### **ARTICLE 27 - TRANSPORTATION**

- 27.01 An employee on duty shall be paid twenty-eight cents (\$.28) per kilometre for authorized use of a personal vehicle on behalf of the Employer(s) Nursing Home. The Employer will review this rate of Compensation from time to time.
- 27.02 Employees shall not transport residents.

#### **ARTICLE 28 - WARNING, SUSPENSION AND DISCHARGE**

##### **28.01**

- a. When the behaviour or performance of an employee calls for a warning by the Employer, the warning shall be a written one and a copy of this warning shall be forwarded immediately to the Stewards and the Union. Letters of warning or discipline shall be removed from an employee(s) file and record eighteen (18) months from the date of issue.
- b. The Employer shall ensure that a Steward is present when an employee is disciplined.
- c. In the event that a supervisor must discipline an employee when a Steward is not available, the supervisor shall administer the discipline and arrange to meet with the Steward and the employee the next business day.

28.02 Within five (5) calendar days, excluding Saturdays, Sundays, and paid holidays, following a warning, the employee may process a complaint about the warning via the grievance procedure,

28.03 Within five (5) calendar days, excluding Saturdays, Sundays and paid holidays, following a suspension or discharge, the employee may, together with a Union Representative, question the Employer about the reasons for the suspension or discharge. Within five (5) calendar days, excluding Saturdays, Sundays and paid

holidays, following this discussion, the Union may process the complaint via Step 2 of the grievance procedure.

## ARTICLE 29 - GRIEVANCE PROCEDURE

- 29.01 **The** parties to this Agreement recognize the Stewards **and** the CLAC Representatives as the agents through which employees shall process their grievances.
- 29.02 **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 (5) work days after the subject of such grievance occurred. If the action or condition **is** of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased, The limitation period shall not apply to differences arising between the parties concerning the interpretation, application or administration of this Agreement. At no time may an employee or group of employees file a grievance on behalf of another employee.
- 29.03 A **Group Grievance** is defined as a single grievance, signed by a Steward **and** 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.
- 29.04 A **Policy Grievance** is defined as one which involves a question relating to the interpretation, application or administration of **this** Agreement. When submitted **by** the Employer, it can relate to the conduct of the Union, its Representative or Steward. A policy grievance may be submitted by either party to arbitration under Article 30, bypassing steps 1 and 2. A policy grievance shall be signed by a Steward and a CLAC Representative and submitted to the Employer's Representative and it(s) head office. In the case of an Employer's policy grievance, the grievance shall be signed by the Employer or his Representative.
- 29.05 **Step 1**  
Any employee having a grievance must, accompanied by a Steward or a CLAC Representative, orally submit her complaint to her immediate supervisor within **five** (5) workdays (excluding Saturday, Sundays and holidays) after the act or condition which caused the grievance, The supervisor will deal with the grievance not later than the third (3<sup>rd</sup>) calendar day following the day on which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing 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) working days (excluding Saturdays, Sundays and holidays) of the decision under step 1 or within five (5) working days of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) working days following the said meeting.

- 29.06 A written grievance will indicate the nature of the grievance and remedy sought by the grievor. A copy of the grievance shall be forwarded to the Human Resources Department at the head office of the Employer.

## ARTICLE 30 - ARBITRATION

- 30.01 If the parties fail to settle the grievance at step 2 of the grievance procedure, the grievance may be referred to arbitration.
- 30.02 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.
- 30.03 If a party wishes to arbitrate a dispute, it shall indicate whether it wishes to have this done by a board of arbitration or by a sole arbitrator.

If the party serving the notice opts for a board of arbitration, the two parties shall each nominate an arbitrator within seven (7) days and each shall notify the other party of the name and address of its nominee. The two arbitrators so appointed shall jointly select a chairman. If they are unable to agree on the selection of a chairman within seven (7) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairman.

If the party serving the notice opts for a sole arbitrator, the two parties shall jointly select a sole arbitrator. In case they are unable to reach agreement on this matter, either party may request the Minister of Labour to appoint an arbitrator.

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

- 30.04 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairman of an arbitration board or a sole arbitrator.
- 30.05 The decision of a majority is the decision of the arbitration board but if there is no majority, the decision of the chairman of the arbitration board governs,

- 30.06 Notices of desire to arbitrate a dispute and of nomination of an arbitrator 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.
- 30.07 **if** a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in **default refuses** or neglects to appoint an arbitrator in accordance with this Article, the **party** not in default may, upon notice to the party in default, appoint a **single** arbitrator to hear the grievance and his decision shall **be** final and binding upon both parties.
- 30.08 The arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out *in the* **Articles** dealing with grievance and arbitration procedures where it appears that the default was due to a reliance upon words or conduct *of* the other party.
- 30.09 The arbitration board or a sole arbitrator 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 determine its own procedure but shall give full opportunity to all parties to present evidence and made representations;
  - c. The **board** shall not have the power to alter or amend **any** of the provisions of this Agreement;
  - d. 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;
  - e. Where the board **is** of the opinion that there **is** proper cause for disciplining an employee but considers the penalty imposed too severe in view *of* the employee's employment record and the circumstances surrounding the discharge or suspension, the board may substitute a penalty which **is**, in its opinion, just and equitable;
  - f. The board shall have jurisdiction to determine whether a grievance is arbitrable;
  - g. The board shall determine the real *issue* in **dispute** according to the merits and shall make *whatever* disposition it deems just and equitable;

h. Each of the parties shall pay one-half (½) of the remuneration and expenses of the chairman of the board.

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

### **ARTICLE 31 - DURATION**

**31.01** This Agreement shall continue in full force and effect from April 1, 2004 up to and including March 31, 2007, and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) days to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

**31.02** All terms and conditions agreed to in collective bargaining and those awarded in interest arbitration shall become effective on the date the award was received, or the effective date(s) awarded or otherwise agreed.

Full retroactive payment will be paid on all hours paid by separate cheque to all employees on the first pay period following September 1, 2004.

RPNs – additional payment on top of general wage increase

Retention bonus of \$0.25 per hour will be paid on all hours actually worked until September 1, 2004.

Employees who have left the employ of the Employer will be notified by registered mail by the Employer to the last known address. Entitlement is lost if a claim is not made with thirty (30) days of receipt,

SIGNED:

Central Care Corporation

*Peter [Signature]*

*Kim [Signature]*

Christian Labour Association of Canada  
Bargaining Committee Members

*Bethann Stewart*

*Kim McLean*

*Luis McMillan*

*Gail Eaton*

*Yvonne [Signature]*

*James Murphy*

*John [Signature]*

*Doreen [Signature]*

*Bethy [Signature]*

*Gladys [Signature]*

*Jany [Signature]*

*Robert [Signature]*

C.L.A.C. Staff Reps

*[Signature]*

*[Signature]*

*[Signature]*

DATED at Cambridge, ON, this 23<sup>rd</sup> day of November, 2004.

## SCHEDULE A

This Collective Agreement applies to employees of the Employer working in the classifications as outlined below in the Employer(s) nursing homes at the following locations:

### **Sarnia**

Kitchen  
Housekeeping/Maintenance  
Laundry  
Nursing **Aide**  
Life Enrichment  
Health Care Aide  
Assistant Cook  
**Cook**  
Baker  
RPN

### **Matham**

Kitchen  
Housekeeping/Maintenance  
Laundry  
Nursing **Aide**  
Life Enrichment  
Health Care Aide  
Assistant Cook  
Cook  
RPN

### **St. Catharines**

Kitchen  
Housekeeping/Maintenance  
Laundry  
Nursing **Aide**  
Life Enrichment  
Health Care Aide  
Assistant Cook  
Cook  
Baker  
RPN

### **Orillia**

Kitchen  
Housekeeping/Maintenance  
Laundry  
Assistant Cook  
**Cook**

### **Toronto**

Kitchen  
Housekeeping/Maintenance  
Laundry  
Nursing **Aide**  
**Life** Enrichment  
Health Care Aide  
Assistant **Cook**  
Cook  
RPN

### **Newmarket**

Kitchen  
Housekeeping/Maintenance  
Laundry  
Nursing **Aide**  
Life Enrichment  
Health Care Aide  
Assistant Cook  
Cook  
RPN



**SCHEDULE B**

		Sept 1/04	Jan 1/05	Apr 1/05	May 1/05	Nov 1/05	Apr 1/06
<b>Dietary, Housekeeping Maint/Ldry Aide</b>	Start	15.631	15.781		16.031	16.281	16.651
	1 year	16.055	16.205		16.455	16.705	17.075
	2 year	16.457	16.607		16.857	17.107	17.477
	3 year	16.634	16.784		17.034	17.284	17.654
<b>Nurse Aide</b>	Start	15.754	15.904		16.154	16.404	16.774
	1 year	16.256	16.406		16.656	16.906	17.276
	2 year	16.634	16.784		17.034	17.284	17.654
	3 year	16.858	17.008		17.258	17.508	17.878
<b>Life Enrichment Aide</b>	Start	15.754	15.904		16.154	16.404	16.774
	1 year	16.256	16.406		16.656	16.906	17.276
	2 year	16.634	16.784		17.034	17.284	17.654
	3 year	16.858	17.008		17.258	17.508	17.878
<b>Cook</b>	Start	17.238	17.388		17.638	17.888	18.258
	1 year	17.638	17.788		18.038	18.288	18.658
					18.406	18.656	19.026
					18.618	18.868	19.238
<b>Assistant Cook</b>	Start	16.546	16.696		16.946	17.196	17.566
	1 year	17.003	17.153		17.403	17.653	18.023
	2 year	17.415	17.565		17.815	18.065	18.435
	3 year	17.638	17.788		18.038	18.288	18.658
<b>RPN</b>	Start	18.557	18.707	18.957	19.207	19.457	20.077
	1 year	19.082	19.232	19.482	19.732	19.982	20.602
	2 year	19.460	19.610	19.860	20.110	20.360	20.980
	3 year	19.694	19.844	20.094	20.344	20.594	21.214
<b>Baker (St. Catharines and Sarnia only)</b>	Start	16.211	16.361		16.611	16.861	17.231
	1 year	16.680	16.830		17.080	17.330	17.700
	2 year	17.070	17.220		17.470	17.720	18.090
	3 year	17.282	17.432		17.682	17.932	18.302

**Health Care Aide/Gerontology**

Employees who have completed the Health Care Aide course at an approved community college or have a Registered Nurse or Registered Nursing Assistant/Registered Practical Nursing Certificate working as Nursing Aides shall receive a premium of fifteen (15) cents per hour **above** the applicable Nursing Aide rate. Employees who have a recognized Gerontology Certificate shall receive an **additional** five (5) cents per hour.

**Handy Person**

A premium of twenty-five (25) cents per hour above the applicable Housekeeping/Maintenance rate will be paid for all hours worked as a Handy Person when designated by the Employer.

**Probationary Employees**

Employees who are on probation shall be paid twenty (20) cents per hour less than the *start rate* of the classification during their probationary period.

**LETTER OF AGREEMENT #1**

**Between:**

**CENTRAL CARE CORPORATION**  
**(Inter-City)**  
**the "Employer"**

**and**


**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
**the "Union"**

**Re: Article 17.08**

The parties agree to allow the parties to **deal** locally with the **issue of year-end** holiday staffing needs, and the recognition of seniority preference for having more than one of the **holidays** off if that **is** possible.

**SIGNED:**

  
\_\_\_\_\_  
Central Care Corporation

  
\_\_\_\_\_  
Christian Labour Association of Canada

**DATED** at Cambridge, ON this 23rd day of November, 2004.

**LETTER OF AGREEMENT #2**

**Between:**

**CENTRAL CARE CORPORATION  
(Inter-city)  
the "Employer"**

**and**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA  
the "Union"**

**Re: Part Time Benefits**

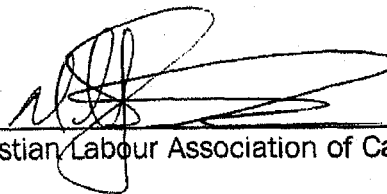
The above parties agree that all part time employees may have a **one** time option of moving from the benefit program to the cents per hour *in lieu* program. **This** option must **be** exercised within sixty (60) **days** of the ratification of this Agreement (July 10, 1998).

NOTE **Any** sick time accrual shall be frozen at the rate of pay in effect at December 31, 1997. Access to this frozen bank shall **be limited** to **when** the employee moves to **full** time employment.

SIGNED:



Central Care Corporation



Christian Labour Association of Canada

DATED at Cambridge, ON this 23<sup>rd</sup> day of November, 2004.

**LETTER OF AGREEMENT #3**

**Between:**

**CENTRAL CARE CORPORATION**  
**(Inter-City)**  
**the "Employer"**

**and**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
**the "Union"**

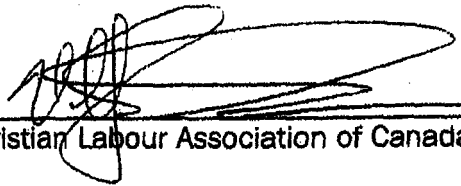
**Re: Food Service Worker**

The Employer will advise the Administrator of each facility of the Employer that he or she should not require employee to obtain the Food Service Worker *certificate* unless otherwise required by government direction.

**SIGNED:**



**Central Care Corporation**



**Christian Labour Association of Canada**

DATED at Cambridge, ON this 23rd day of November, 2004.

**LETTER OF AGREEMENT #4**

**Between:**

**CENTRAL CARE CORPORATION  
(Inter-City)  
the "Employer"**

**and**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA  
the "Union"**

**RE: COMPASSIONATE LEAVE**


Should similar legislation be enacted, **this** letter will be considered for informational purposes only.

The Employer may grant compassionate leave of **at least eight (8) weeks** without **pay** for time spent caring for **a** gravely ill or dying family member. During this period, the employee **will** continue to accrue and maintain benefits subject to Article 19 of the Collective Agreement.

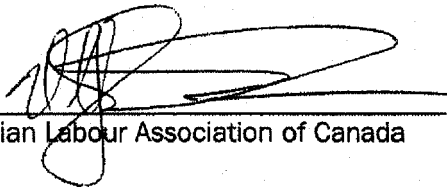
Additional leave may be made available for reasonable cause under the personal leave provisions. Such leave will not **be** unreasonably refused.

The Employer **may** require the employee to provide reasonable evidence in the circumstances **that** she is entitled to take compassionate leave.

SIGNED:



Central Care Corporation



Christian Labour Association of Canada

DATED at Cambridge, ON this 23<sup>rd</sup> day of November, 2004.

**LETTER OF AGREEMENT #5**

**Between:**

**CENTRAL CARE CORPORATION  
(Inter-city)  
the "Employer"**

**and**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA  
the "Union"**

**RE: HARASSMENT POLICY**

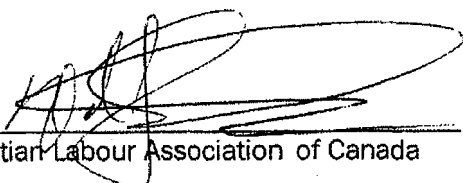
So long as similar legislation exists, the points two (2) through five (5) inclusive is for informational purposes only.

Harassment Policy

1. The Union and the Employer agree to abide by the Ontario Human **Rights** Code.
2. "Harassment means engaging in a course of vexatious comment or conduct that **is** known or ought reasonably to be known unwelcome." Ref. Ontario Human Rights **Code, Sec. 10(1)**
3. **Every** person who **is** an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, **place** of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital **status**, same-sex partnership status, family status or handicap. Ref. Ontario Human Rights Code, Sec 5 (2)
4. Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer's agent of the Employer or by another employee. Ref. Ontario Human Rights **Code, Sec 7(2)**
5. The employee rights set out above shall be interpreted within the context of the Ontario Human **Rights** Code.
6. An employee who believes that she has been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in Articles **29** and **30** of the Collective Agreement prior to filing a complaint with the Ontario Human Rights **Code**.

SIGNED:

  
\_\_\_\_\_  
Central Care Corporation

  
\_\_\_\_\_  
Christian Labour Association of Canada

DATED at Cambridge, ON this 23<sup>rd</sup> day of November, 2004.

**LETTER OF AGREEMENT #6**

Between:

**CENTRAL CARE CORPORATION  
(Inter-City)  
the "Employer"**

and

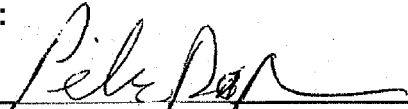
**CHRISTIAN LABOUR ASSOCIATION OF CANADA  
the "Union"**

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**R E RETIREMENT OPTIONS**

The parties agree to meet within 60 **days** of ratification to discuss early retirement options.

**SIGNED:**



\_\_\_\_\_  
Central Care Corporation



\_\_\_\_\_  
Christian Labour Association of Canada

**DATED** at **Cambridge**, ON this 23 day of November, 2004.

**LOCAL ISSUES #1**  
**LETTER OF UNDERSTANDING**

**Between:**

**CENTRAL CARE CORPORATION – St. Catharines**

**and**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

The parties agree for the term of this contract to the following:

**RE: OVER-BOOKING**

In the event that there has been an over-booking in staff the following shall apply to the first paragraph of Article 10.03:

1. If the most junior call in person is working the number of hours of the over-booking then she shall **be** the person sent home after her four (4) hours worked.
2. If there is no call in person on **duty**, the most junior person who **has** scheduled hours shall be sent home.

**RE: EXCHANGE OF SHIFTS**

1. Only two (2) exchanges in shifts per employee per time schedule shall be **allowed**, unless extenuating personal circumstances.
2. Shift exchanges between 3:00 p.m. Friday to 3:00 p.m. Monday, must **be submitted by** 4:00 p.m. the preceding Thursday and approved by the department head.

**3. Re: Article 9.04c: Add to existing:**

After the second posting the employer **will** offer subsequent vacancies by seniority to those who **applied** to the most recent vacancy within three months of the posting.

**4. Re: Probationary Committee:**


The union and the employer agree to re-establish the probation committee and work via the labour management committee to prepare guidelines for the committee.

**5. Re: Article 14.02**

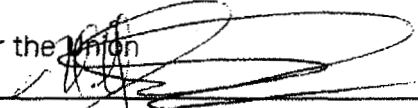
The Union agreed to recommend to the membership that St. Catharines return to the Collective Agreement provisions as written,

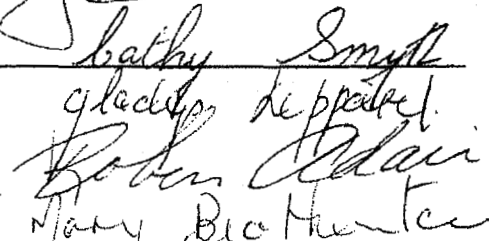
Dated this 23<sup>rd</sup> day of November - 2004.

For the Employer



For the Union



  
Bathy Smyth  
Gladys Leppard  
Robert Blair  
Mary Buchanan



LOCAL ISSUES #2  
MEMORANDUM OF AGREEMENT

Between:

CENTRAL CARE CORPORATION – Sarnia

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

RE: LOCAL ISSUES:

The parties have agreed to deal with local issues in the following manner:

1. The **two** (2) employees in the housekeeping/maintenance/laundry department that currently do not work weekends, shall continue the privilege of weekends off. (Over and above the Collective Agreement).

2. In accordance with Article 13.03 of the current Collective Agreement, any employee who works more than four (4) hours overtime after the completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime.

3. Vacations:

Full time employees are credited with five (5) scheduled working days for each week of vacation for which they are eligible under Article 18.01 of the Collective Agreement.

Part time employees are credited with scheduled working days off for each week of vacation for which they are eligible in accordance with the number of days per week they are regularly scheduled to work.

Note: It **should be** emphasised that the staff are not intending to use this approach in order to take all of their vacation time individual **days** off **the** working schedule, further, it **is** agreed **and** understood that all employees shall take at least two (2) weeks off in **blocks** of seven (7) consecutive calendar days,

4. Attached to and forming part of this Memorandum **is** a Letter of Understanding in respect to part time sick **time** entitlement.

5. The Job Share Agreement shall **be** finalized and parties signatory to the agreements shall abide by the conditions. **If** these conditions are not adhered to, then the agreement shall **be** null and void. **It shall** be at the sole discretion of the Employer to re-post the positions; **or** the individuals within this arrangement shall be returned to their previous positions.

Signed at Mississauga, Ontario this 23<sup>rd</sup> day of November.

For the Employer

Peter Del

For the Union

Kim Gre  
Doree Sood

LOCAL ISSUES #3  
MEMORANDUM OF SETTLEMENT

Between:

CENTRAL CARE CORPORATION-- New Market

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

R E SENIORITY

The parties agree to renew the Letter of Understanding of June 4, 1996 in which the employees of Eagle Terrace have determined that their seniority hours shall be calculated on facility-wide basis.

This was bargained as a local issue at that time and will remain in effect,

Dated this 23<sup>rd</sup> day of November.

For the Employer

For the Union

Peter Nor

Kent

Vijaya Markey

James Murphy

LOCAL ISSUES #4  
MEMORANDUM OF SETTLEMENT

Between:

CENTRAL CARE CORPORATION – Main Street

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

RE: SUMMER VACATION SCHEDULING

The parties agree that the following principles shall govern the scheduling of vacation time and accumulated lieu days for the smaller departments within the above facility.

In order to allow the maximum number of employees to take vacation during the summer vacation period, the employer may limit vacation leave time for individual employees to three week blocks during the months of June, July and August. The parties agree that this limitation on vacation scheduling shall normally apply to small departments and job classifications.

The employees who have been granted their three weeks vacation shall be granted their remaining vacation entitlement on a rotating basis, once the vacation requests of other employees within the department have been accommodated.

The parties shall discuss and ratify the departmental vacation restrictions during a labour management meeting to be scheduled around the time outlined in Article 18.06a of the Collective Agreement.

The parties agree that this letter shall be subject to annual review and renewal.

Dated this 23rd day of November

For the Employer

For the Union

Pete Mc

Bethann Stewart

Kim McLean

**LOCAL ISSUES #5**  
**MEMORANDUM OF AGREEMENT**

**Between:**

**CENTRAL CARE CORPORATION – Orillia**

**and**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

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**R E LOCAL ISSUES**

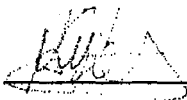
The **parties** have agreed to deal with the local issue of Scheduling of Weekends at a Labour/Management meeting to **be** scheduled as soon as possible at the above mentioned facility. The parties further **agree** that such meeting shall **be** attended by an Ontario Representative of Christian Labour Association of Canada and a Head Office Representative of the Employer,

**Dated** at Mississauga, Ontario this 23<sup>rd</sup> day of November.

For the Employer

For the Union

  
\_\_\_\_\_

  
\_\_\_\_\_

LOCAL ISSUES #6  
LETTER OF AGREEMENT

Between:

CENTRAL CARE CORPORATION – Sarnia  
the “Employer”

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA  
the “Union”

**R E Job Sharing**

Whereas some employees had expressed an interest in job sharing as a means to a more **flexible** working arrangement than is provided for in the Collective Agreement; and

Whereas job sharing arrangements have been in effect at Versa-Care Centre, Sarnia since June 30, 1989; and

Whereas **job** sharing has proven to be a mutually satisfying arrangement for the employees involved, the Employer and the Union;

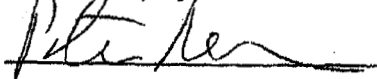
Therefore the Employer and the Union agree to the following terms and conditions for job sharing:

1. **Job** sharers shall be entitled to all provisions of the Collective Agreement as it applies to part-time employees, except as otherwise agreed herein.
2. Each employee beginning a **job** share position shall be subject to a trial period as started in Article 9.05 of the Collective Agreement.
3. All new **job** share agreements shall be voluntary and, further, subject to the mutual agreement of the employees involved, the Employer and the Union.
4. The parties agree that there shall generally be a limit of one job sharing agreement per department (based on the classification groupings set out in Article 14.02) per shift (**based** on the three normal shifts only, set out in Article 11.04, as applicable in each department). For clarity, the 6:00 am – 2 pm shift shall be considered the same as 7:00 am – 3 pm shifts.
5. Each job sharing arrangement shall be a 20-shift position. The **job** sharers shall have input into the work schedule and shall mutually determine their individual schedules. The final schedule shall be approved by the Director of Care and such approval shall not be unreasonable withheld.
6. Where a shift which belongs to a job-sharing employee needs to be filled via the call-in process, the job sharer's partner will have the first opportunity to fill such a shift. Where management becomes aware that the shift needs to be filled forty-eight (48) hours or more in advance of the shift, the **job** sharer's partner will be given four (4) hours to respond to a phone call (or answering machine message) before the shift is filled through the call-in procedure.
7. Unless she requests otherwise in writing, a **job** sharer shall be placed on the call-in list, in order of her seniority.

8. A **job** sharer shall have the right to apply and **be** considered for any **job** vacancies arising under the Collective Agreement.
9. Job sharers shall **have** the right to cover for **their** partner in **whole** or in part any scheduled time off, or leaves of absence. Whenever possible, **a** job sharer shall make **an** effort to **make** arrangements with her **job** share partner prior to informing Versa Care of her vacation requests. Shifts **not** covered at the job sharer's option shall be allotted to part-time staff temporarily, **or** **posted temporarily** in accordance with the Collective Agreement.
10. In the event of a statutory holiday, a job sharer scheduled to **work** the paid holiday **shall** receive **time** and **one** half for **all** hours worked **plus 3.75** hours **holiday** pay. A **job** sharer not **scheduled** to work the paid **holiday** shall receive **3.75** hours **holiday** pay, provided they qualify. **Statutory** holidays **for** job sharers shall be the Same as those to which full-time employees (subject to the above) **are** **entitled**. Each **job** sharer shall receive one **(1)** full float holiday. Job sharers **may** take a full lieu day, **subject** to the lieu day scheduling provisions of Article 17.11 by accumulating the holiday pay for two **(2)** statutory **holidays**.
11. a) In the event one of the job sharers leaves her position, her **share** of the position shall be posted. The remaining **job** sharer shall be **entitled** to **apply** for the second half of the job share, and if **she** has the **seniority** and experience to be **successful** in that posting, the position shall revert **back** to a **20** shift position. In cases where there is **no** successful applicant for the **job** share, the Job share shall revert to its regular **20** shift position, and **be** posted **in** accordance with the Collective Agreement.
- b) When a job sharer leaves her position to work another temporary position within the facility, her position will **be** posted, If the other **job** sharer applies for that position, and she **has** the seniority to **move** into it, then she will temporary cover the twenty (20) day schedule in **its** entirety until the return of her partner.
12. All **current** job-sharers will be presented with a copy of this agreement and **acknowledge** receipt via **their** signatures. Any **employee** awarded a **Jobshare** position in the future will be presented with a copy of **this** agreement **before commencing** work as a job sharer.
13. All questions, clarifications, and disputes **relating** to the Letter of Understanding shall **be** referred to Union and Employer representatives for solution and, **where** necessary, shall **be** subject to the grievance and arbitration procedures outlined in the Collective Agreement,

Signed and dated at Saarnin, Ontario this 23<sup>rd</sup> day of November, 2004.

For the Employer

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

For the Union

