

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**REVERA LONG TERM CARE INC.  
Operating as  
ROSEVIEW MANOR  
(hereinafter referred to as the “Employer”)**

**- AND -**

**THE NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA  
(CAW-CANADA)  
(hereinafter referred to as the “Union”)**

**EFFECTIVE: November 1, 2012**

**EXPIRY: October 31, 2014**

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All Letters of Understanding bargained after the signing of this collective agreement must be voted on by the membership at Roseview Manor.

BETWEEN:

**REVERA LONG TERM CARE INC.  
Operating as  
ROSEVIEW MANOR  
(herein after referred to as the “Employer”)**

**OF THE FIRST PART**

- AND -

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)  
(herein after referred to as the “Union”)**

**OF THE SECOND PART**

WHEREAS the Union has been certified by The Ontario Labour Relations Board as the certified bargaining agent of the employees of the Employer in the bargaining unit described as follows, namely:

All employees of Revera Long Term Care Inc. at its nursing home in the City of Thunder Bay, save and except registered nurses, physiotherapists, occupational therapists, supervisors, persons above the rank of supervisor, office staff, persons regularly employed for not more than twenty-two and one half (22 1/2) hours per week and students employed during the school vacation period.

## **ARTICLE 1 - GENERAL PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain bargaining relations between the Employer and those of its staff at its Nursing Home at Thunder Bay, Ontario, for whom the Union is the bargaining agent as set out in Article 2 of this Agreement and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions of such employees. It is the desire of the parties hereto to co-operate and harmoniously work together in the promotion of the highest standard of care for the residents in the Nursing Home.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the bargaining agent for all purposes of the Labour Relations Act of Ontario for all employees of the Employer at its nursing home mentioned in paragraph 1.01 hereof, save and except registered nurses, physiotherapists, occupational therapists, supervisors, persons above the rank of supervisor, office staff, persons regularly employed for not more than 22 1/2 hours per week and students employed during the vacation period.
- 2.02 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

## **ARTICLE 3 - RELATIONSHIP**

- 3.01 The Employer agrees that for the duration of this Agreement it will not enter into any other Agreements or contract with any of the employees in the bargaining unit, either individually or collectively, which will not conform with the provisions of this Agreement.
- 3.02 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union.

## **ARTICLE 4 - UNION SECURITY**

- 4.01 The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in the amounts provided as notified in writing by the Union. These dues shall be remitted prior to the 15th of the month following to the CAW-Canada at the following address:

CAW LOCAL 229  
101 N. Syndicate Ave. Suite 512  
Thunder Bay, Ontario P7C 3V4  
Attention: Secretary-Treasurer

- 4.02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement.

- 4.03 The Employer will provide to the Union Chairperson a listing of the names, addresses, and classification of employees in the bargaining unit. On a monthly basis, the Employer will provide a listing of all new hires, the names of employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer.
- 4.04 The Employer shall show deductions made for Union dues on an employee's T4 slip.
- 4.05 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home, and of ascertaining whether the employee wishes to become a member of the Union. Whenever possible, such interviews may be permitted during the employee's orientation.

The Employer shall advise the Union monthly as to the names of persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

## **ARTICLE 5 - CONTRACTING OUT**

- 5.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.
- 5.02 Work of the Bargaining Unit: Those persons excluded from the terms of this Agreement shall not be permitted to perform any bargaining unit work except in the following types of situations:
- (a) In an emergency.
  - (b) When qualified employees are not readily available.
  - (c) On experimental work.
  - (d) In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

Notwithstanding the aforementioned language, it is understood and agreed that nursing home construction/maintenance/equipment retrofits are not considered work of the bargaining unit.

- 5.03 In the event the Employer plans to change a vacant full-time position into a part-time position, it will advise the Union and discuss its plans with them.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be defined in The Labour Relations Act, R.S.O. 1980, Chapter 228 as amended.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

7.01 The Union acknowledges that it is the exclusive function of the Employer:

1. To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the home, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations, the said new rules and regulations shall first be approved and signed by the Executive Director after which they shall be discussed in detail with the Union Committee and an opportunity afforded to the said Committee to make representation to the Executive Director.
2. To hire, discharge, transfer, lay-off, recall, promote, demote, classify, assign duties, suspend or otherwise discipline employees. Claims of discriminatory transfer, promotion, demotion or classification, or claims that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject matter of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of the Employer.
3. To control the direction of the working forces, the right to plan, direct and control the operation of the home, the right to introduce new and improved methods, facilities, equipment, the amount of supervision necessary, combining or splitting up of departments, work schedules, the number of employees required for the Employer's purposes and the increase or reduction of personnel;
4. To exercise any of the rights, powers, functions or authorities which the Employer had prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

It is agreed that such rules will be posted on the bulletin board and a copy supplied to the Union Committee.

7.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement; a claim that the Employer has so exercised these rights shall be the proper subject matter of a grievance.

## **ARTICLE 8 - UNION COMMITTEE AND REPRESENTATION**

- 8.01 The Employer acknowledges the right of the Union to appoint, elect or select
- a) Three (3) Union members (one of whom shall be from the Part Time Bargaining Unit) employees to form a Negotiating Committee to represent employees in the negotiations and renewals of collective agreements; and
  - b) The Union and Employer agrees, that for the purpose of Master Bargaining, a committee consisting of the unit chairperson and one committeeperson, selected by the Union, will be recognized. Note: where a full-time and a part-time agreement exist at the same workplace, this language shall cover both agreements.
  - c) Three (3) Union members (one of whom shall be from the Part Time Bargaining Unit) employees to form a Grievance Committee to assist employees in presenting their grievances, each member of which shall be a steward.
  - d) In the event the parties agree to negotiate the renewal of the collective agreement locally there shall be a 4<sup>th</sup> committee member added. At least one of the four (4) committee members shall be an RPN.

One of the above members shall be the Unit Chairperson and all of whom will have completed their probationary period.

- 8.02 The Union acknowledges that the members of the Negotiating Committee and the members of the Grievance Committee, including the Unit Chairperson, have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Each steward shall, with the consent of her supervisor, be permitted to leave her regular Company duties for a reasonable length of time to function as a steward as in this Agreement provided, including time to meet with the President of the Local Union or a National or Local Representative of the Union about a grievance.

The President of the Local Union or National or Local Representative shall seek consent for such meeting from the Executive Director, or designate. Such consent from the Executive Director or designate will not be unreasonably withheld. A meeting with the President of the Local Union or the National or Local Representative of the Union and the stewards shall be in a place where the two may confer privately.

- 8.03 The name of each of the Negotiating and Grievance Committee members, including the Unit Chairperson, shall be given to the Employer in writing and the Employer shall not be required to recognize any such representative until it has been so notified. The Employer will provide the Union with a list of the names of its Supervisors.
- 8.04 The Union Negotiating Committee and Grievance Committee have the right to have the assistance of the National or Local Representative of the Union.



- 8.05 It is mutually agreed that arrangements will be made for the Union National or Local Representative to interview each new employee of the bargaining unit once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for such interview, the duration of which shall not exceed fifteen (15) minutes.
- 8.06 The Employer agrees that a steward or the Union Chairperson who leaves his work duties pursuant to the above shall not suffer loss of pay during the employee's scheduled regular working hours for the reasonable time spent in the handling of grievances.
- 8.07 The Employer agrees that a member of the Negotiating Committee shall not suffer loss of pay during the employee's scheduled regular working hours when the Committee is scheduled to meet with the Employer and the member does so meet, up to and including conciliation.
- 8.08 Labour-Management Committee  
Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply:
- (a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of the collective agreement.
  - (b) A representative attending such meeting shall be paid for lost wages from regularly scheduled hours. A CAW National or Local Representative may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed. It is understood that where there are separate full and part time collective agreements, there shall be one committee only.
  - (c) The Employer will schedule Labour-Management meetings during the union chairperson's shift, provided the union chairperson is scheduled on either the day shift or afternoon shift.

## **ARTICLE 9 - BULLETIN BOARDS**

- 9.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01 Grievances shall be defined as any matter arising out of this Agreement, or concerning the interpretation, application, administration or alleged violation of this Agreement.

10.02 It is understood that the affected employee may have the assistance of a Union Committee Person at any stage of the grievance procedure.

10.03 Any time limits referred to in this article and/or Article 11 of this agreement within which any procedures are required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays, and paid holidays as defined in this agreement. If at any stage of the grievance procedure, a grievance has not been processed by the union in accordance with the specified time limits, the grievance shall be deemed to have been withdrawn. Failure of the Employer to meet the specified time limits shall permit the union to take the grievance to the next step.

### 10.04 Verbal Complaint

It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until he or she has first given his/her immediate supervisor or their designate an opportunity to adjust his or her complaint. A complaint shall only be considered if it is raised and acknowledged by the immediate supervisor within seven (7) days of the event giving rise to the complaint or within seven (7) days after the employee has or ought to have had knowledge of the event giving rise to the complaint. The immediate supervisor will provide a response within three (3) days. If the complaint is not satisfactorily resolved, the complaint may then be taken up as a grievance in the following manner:

#### Step 1

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a Union Committee Person, may present his/her written grievance to the Executive Director or their designate within five (5) days following the response from the immediate supervisor. The grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance. The grievance should also contain a statement of the clause or clauses of this agreement said to have been violated.

Within five (5) days of receipt of the written grievance, the Executive Director or their designate will arrange a meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate, and the Employee's Union Committee Person will attend this meeting. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

## Step 2

Failing a satisfactory settlement in STEP 1, the grievance may be submitted within five (5) days of the reply at STEP 1.

Upon receipt of the grievance, the Executive Director or their designate will then arrange a special meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate and the Union Committee Person will attend this meeting. A Representative of the Union and a Representative of the Employer may also attend. The aforementioned special meeting will take place within five (5) days of receipt of the grievance or at such other date that is mutually agreed to by the parties. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

Failing settlement at STEP 2 the grievance may be submitted to Arbitration as set out in Article 11.

### 10.05 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement, in writing at STEP 2 of the Grievance procedure, providing that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred, or reasonably became known to the Union. It is expressly understood that this provision may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could have themselves instituted under other provisions of the grievance procedure.

### 10.06 Group Grievance

Where it is identified that two (2) or more Employees have identical grievances, they may submit a written group grievance at STEP 2 provided that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

### 10.07 Employer Grievance

The Employer may institute a grievance against the Union or Employees, in writing at step 2 of the Grievance Procedure, provided it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

### 10.08 Suspension and Discharge Cases

Any claim by an Employee who has acquired seniority that she has been unjustly suspended or discharged will be treated as a STEP 2 grievance if a written statement of such grievance is lodged by the Employee with the Executive Director within five (5) days after written notice of such discharge or suspension has been given to the employee.

Such grievance will be taken up at a special meeting between the Union and the Executive Director within (5) five days after it is lodged and failing settlement, within ten (10) days following the final decision of the Executive Director, be referred to Arbitration.

10.09 Such grievance may be settled by:

- (a) confirming the Employer's action in suspending or dismissing the Employee; or
- (b) Reinstating the Employee with full compensation for the time lost; or
- (c) Other arrangement which is just in the opinion of the conferring parties or the Arbitrator, if appointed.

10.10 Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

## **ARTICLE 11 - ARBITRATION**

11.01 The party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.

11.02 The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its

nominee to the Board of Arbitration.

11.03 The two (2) nominees shall endeavour to agree upon a third person to act as Chairperson within fifteen (15) days of the appointment of the second nominee. If the nominees fail to agree on a Chairperson, either one of them may request the Office of Arbitration, Ministry of Labour of the Province of Ontario to supply a panel of Arbitrators for selection to act as the Chairperson of the Board of Arbitration.

11.04 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.

11.05 Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the third member and Chairperson shall be shared equally by the parties to this Agreement.

11.06 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the mutual consent of the parties to this Agreement, provided however, that all of the time limits set out in both the Grievance and Arbitration Procedures hereunder are mandatory.

11.07 Sole Arbitrator

Notwithstanding the foregoing provisions respecting the establishment of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

The party submitting the grievance to arbitration shall signify when advising the other party with notice that contains a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) arbitrators.

If the parties can agree to a sole Arbitrator within thirty (30) days of the notice referring the matter to Arbitration, the matter shall be determined by a Sole Arbitrator and failing such agreement, the regular Arbitration Procedure shall apply.

11.08 The Board of Arbitration, or Sole Arbitrator, shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.

11.09 No person shall be selected as an Arbitrator who have been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the

grievance arose, unless mutually agreed to by the parties.

11.10 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration procedures within the time specified shall be deemed to have been abandoned. However, time limits specified in the Grievance or Arbitration procedures may be extended by mutual agreement, in writing between the Employer and the Union.

## **ARTICLE 12 - EMPLOYEE RECORD/FILE**

12.01 Having provided a written request to the Executive Director at least one (1) week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal discipline contained therein, in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to seek job references.

12.02 Employee Record/File:

(a) Letters of reprimand shall be removed from an employee's record one (1) year after the date of the reprimand providing during that one (1) year period there have not been any other letters of reprimand given to the employee.

Pertaining to discipline any written warning to be placed in an employee's file, the employee will be given a copy and a further copy will be sent to the Union office.

(b) Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the one (1) year period noted above.

(c) Each employee shall have reasonable access to his file for the purposes of reviewing any evaluation or formal disciplinary notations contained therein in the presence of his supervisor.

(d) Each employee shall be given a copy of his evaluation.

(e) The Employer agrees that evaluations are not disciplinary.

## **ARTICLE 13 - NO DISCRIMINATION / HARASSMENT/BULLYING**

13.01 The Employer and Union agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.

13.02 The Employer and the Union agree that there shall be no bullying in the workplace. Bullying is defined as repeated, persistent, continuous behavior as opposed to a single negative act. Bullying may also be known as mobbing, abuse, workplace, aggression, violence, victimization, and social undermining.

- 13.03 Where the term 'spouse' or 'partner' as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.
- 13.04 The Employer and Union are committed to providing a positive environment for employees. All employees have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment as provided herein.
- 13.05 The parties agree to abide by the Ontario Human Rights Code.
- 13.06 The Employer and the Union each agree not to interfere with, restrain, coerce or discriminate against employees with respect to union membership or participation in lawful union activities.

#### **ARTICLE 14 - PROBATION PERIOD**

- 14.01 A newly hired employee must successfully complete a probationary period of fifty (50) days worked or 375 hours worked (which would include days not worked but paid for by the Employer) whichever is the longer.
- 14.02 The dismissal of a probationary employee shall not be the subject of a grievance, although an employee shall be entitled to the assistance of the Union in settling a grievance, other than dismissal, in accordance with the grievance procedure herein set forth.

#### **ARTICLE 15 - SENIORITY**

- 15.00 Seniority is defined as length of service with the Employer and will be acquired when an employee has completed fifty (50) days worked or 375 hours worked (which would include days not worked but paid for by the Employer) whichever is the longer, and will accumulate thereafter. Employees will be regarded as probationary employees until they have acquired seniority as above provided. For the purpose of computing seniority for part-time employees after completion of the probationary period, the part-time employee will be required to complete 37 1/2 hours of work to attain the equivalent of one week's seniority and so on.
- 15.01 Whenever they are used in the Collective Agreement, the terms "seniority" and "service" shall be deemed to refer to length of employment subject to the following conditions:
- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue;
  - (b) During an unpaid absence exceeding thirty (30) continuous calendar days other than an absence under the Maternity provisions, credit for service for purposes of

salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a prorata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. Subject to Article 22.04, an employee on maternity leave continues to be responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence;

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff, shall be suspended and not accrued during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity/parental leave or for a period of thirty (30) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits or illness. This article shall be interpreted consistent with the Human Rights Code.
- (d) The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or W.S.I.B. if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on W.S.I.B. shall continue for up to thirty (30) months following the date of the injury.

- (e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

15.02 Employees within their position classification, will progress from the Probation Rate to the One Year rate and so on, on the basis of the 1950 hours worked from their date of hire, further wage progression within the position classification will be based on the completion of 1950 hours worked at each level in the wage grid. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers Safety and Insurance Act, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

15.03 Promotion will be based on seniority, provided that the candidates' qualifications for the job concerned are approximately equal. Seniority will also govern demotion, transfers, layoffs, recalls and reduction in staff, except in the case of employees who because of their qualifications, should not be demoted, transferred or laid off in the interest of efficiency and safe operations.

15.04 The Employer will prepare a seniority list of all employees in the bargaining unit. The list will be prepared by start date or adjusted start date showing the employee's name, department classifications and seniority starting dates. The list will be supplied to the Union office and the chief steward as of March 1<sup>st</sup> and October 1<sup>st</sup> of each year. Employees will have thirty (30) calendar days from the date of posting such list to bring to the attention of management any discrepancies in the list.



15.05 The Employer shall post on the Union bulletin board and supply to the Local Union office and Unit Chairperson a full time and part time seniority list in March and October(or such other months as mutually agreed) of each year listing, alphabetically, the employees' names, classifications and their seniority.

Implementation Note: The parties agree that should there be contentious seniority issues related to job posting, lay off, or wage progression the parties will refer to the lifetime hours report.

15.06 An employee leaving the employ of the Employer at one of its Homes covered by this Collective Agreement (as a result of a change in residence) who applies for a similar position within forty-five (45) days thereafter and is accepted for employment at one of the Employer's other Homes covered by this Collective Agreement shall retain his seniority for the purpose of probation, vacation entitlement, sick leave entitlement for legitimate illness and wage level based on seniority in accordance with overall company seniority. The employee shall advise the Employer when making such application that he has been previously employed by the Employer at a Home covered by this Collective Agreement.

15.07 Seniority - Loss of Seniority

An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily resigns or retires; or
- (b) is discharged for just cause and is not reinstated by the grievance or arbitration procedure; or
- (c) is absent from work more than thirty(36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (d) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (e) is absent from work for more than thirty (36) months by reason of lay-off; or
- (f) is absent from work for more than thirty (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (g) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or

- (h) fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

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

- 15.08 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 cases of dismissal for cause or termination during the probationary period. Notwithstanding the foregoing, in the event that the Employer must by law provide a longer notice of termination or pay a greater sum in lieu of notice, the Employer must provide such longer notice or pay such greater sum. Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

15.09 Job Transfers:

- (a) Transfers to Lower Rated Classification: If an employee is transferred to a lower rated classification, the employee shall receive in the new classification the next rate immediately below the employee's present wage rate and shall progress within the scale for such lower rated classification according to the length of service within such lower rated classification subsequent to the date of the transfer; provided, that if the employee is at the maximum level in the present classification, the employee shall receive not less than the maximum level of the lower rated classification.
- (b) Transfers to a Higher Rated Classification: If an employee is transferred to a higher rated classification, the employee shall receive in the new classification the next rate immediately above the employee's present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of the transfer.
- (c) An employee whose status is changed permanently from full-time to part-time shall receive credit for their full service and seniority. Part time employees whose status is changed permanently to that of full-time shall receive credit for service and seniority on the basis of 1800 hours equals one year. Any time worked in excess of an equivalent shall be prorated at the time of transfer. The employee's original date of hire shall not be altered, however, the employee will have an adjusted start date.
- (e) Full-time/Part-time Ratio: So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.
- (f) Should an employee request to change status from FT or PT to casual, the Employer shall not unreasonable deny such request. The trial period, Article 16.01 (d) shall not apply to an employee transferring under this article and such employee shall not be permitted to apply for any position for a period of eight (8) months.

- 15.10 (a) When the Employer requires an employee to substitute on a higher rate job covered by this agreement (not including RPN's assigned to RN duties) for at least one-half of their regularly scheduled shift, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.
- (b) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance in (b) will apply to an RPN who is designated to be in charge of the building.
- 15.11 The Employer has the right to temporarily second an employee for a special assignment provided such assignments are not performed for the purpose of discipline, for a term of up to six (6) months. This term may be further extended for up to an additional six (6) months with the approval of the Union. Such employees will accrue seniority and service during the term of the secondment and will not suffer any loss in wages.

#### **ARTICLE 16 - JOB POSTING**

- 16.01 (a) In the event new jobs are created or vacancies occur in existing classifications, the Employer shall post such notice, and any subsequent vacancies for a periods listed below in all departments and shall remain posted for either:
- i. Five (5) calendar days, or
  - ii. Such time as required to ensure the notice is posted during Saturday and Sunday.

Whichever is greater, to permit applicants to make application for the vacancy. Such notice shall stipulate the qualifications, classification, rate and department concerned before new employees are hired in order to allow employees with seniority to apply.

- (b) If no applications are received by 10 a.m. of the time frames stated in 16.01 (a) following the posting date, the Employer may start proceedings to secure applications from outside labour sources.
- (c) In the event two or more employees apply, the Employer shall consider seniority, skill, ability, experience and qualifications of the applicants. As between two of equal standing, seniority shall govern. The Management reserves the right to hire outside help provided in their opinion the applicants are not capable of performing the work required. The Union acknowledges that in the matters of promotions and transfers within the Home, the Employers judgment reasonably exercised as to the

efficiency and suitability of any employee for any particular task, must be accepted and that the function of the Union in dealing with complaints or grievances arising out of such promotions and transfers will generally consist of satisfying itself that the above procedures have been followed, and that all relevant facts and circumstances have been adequately and justly considered by the Employer and any grievance arising out of promotions and transfers shall be confined to these considerations.

The employer agrees to provide the chief Steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

- (d) The successful applicant shall be placed on trial in the new position for a period of up to 337 1/2 working hours. Such trial promotion or transfer shall become permanent after the trial period unless:
  - (i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
  - (ii) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall not be given credit for all seniority and service accrued while outside the bargaining unit but will retain all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous position.

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

- (e) It is agreed that successful applicants of the job bidding procedure will not be permitted to re-apply for any other posted job vacancy for a period of six (6) months. It is understood that this provision does not apply to
  - i. Employees who have accepted a temporary position.
  - ii. A laid off employee who is the successful applicant of a job with lesser hours than the job she was laid off from for a period of 30 months from the layoff.
  - iii. If the employee is displaced from the position for which he or she was the successful applicant as a result of the displacement provisions of this collective agreement

- iv Employees who are applying on a permanent full-time or permanent part-time position that has been posted as having more regular scheduled hours than their current position.
  - v If the employee is displaced from the position for which he or she was the successful applicant as a result of a significant schedule change or department restructuring performed management.
- (f) Only the original job and first vacancy from the successful applicant will be posted. Vacancies arising out of the second posting will be filled by the Employer according to the criteria in 16(c).
- (g) The Employer will post the name of the successful applicant when the position has been filled. The Employer will discuss with unsuccessful applicants if requested the manner in which the employee may improve his position and his work in order to be considered for any future vacancy.

## **ARTICLE 17 - JOB POSTINGS AND TRANSFERS**

### 17.01 Nursing Home Transfers

The Employer agrees that an employee of a different REVERA LONG TERM CARE INC. REVERA LONG TERM CARE INC. facility listed in Schedule 'X' below who is a member of a bargaining unit for which the CAW is the recognized bargaining agent may apply for a job posting at Roseview Manor, Thunder Bay at her own expense, subject to the following conditions:

- (a) Said employee shall provide the management of Roseview Manor, Thunder Bay a written request for a job application. Such written request shall constitute an application for a job posting at Roseview Manor, Thunder Bay and shall exist for a period of one calendar year from the date it is actually received by Roseview Manor, Thunder Bay. The application shall include the employee's position at the facility she is working at the time of the application and her qualifications and the position for which she is applying.
- (b) Subject to clause (d) below, the parties agree to recognize the employee's seniority which the employee has at the facility at which she is working at the time the decision is made by the Employer about the job posting. In the event the employee who made the written request is the successful applicant for the job posting, then:
  1. The Employer will recognize the seniority and years of service of the employee at the facility at which she is working at the time of hiring at Roseview Manor, Thunder Bay;
  2. The Employee will otherwise be subject to the terms of the collective agreement between CAW and Roseview Manor, Thunder Bay;

3. The Employee will be deemed to have quit at the facility she is leaving to accept the job posting at Roseview Manor, Thunder Bay.

Notwithstanding the foregoing, an employee will not be entitled to receive more vacation than she would otherwise have if she had not accepted the position at Roseview Manor, Thunder Bay.

- (c) In the event the employee who applied for the job posting according to the above is terminated with cause after being offered the posted position but before commencing to work at Roseview Manor, Thunder Bay, then the offer of employment will be deemed to be a nullity and the job will be offered to the employee who next would have been offered the job, if any. Any grievance about such a termination shall be made according to the terms of the collective agreement in effect at the facility in which the employee was working at the time of the discharge. Any grievance about the job posting at Roseview Manor, Thunder Bay shall be made according to the terms of this collective agreement.
- (d) Notwithstanding the foregoing,
  1. In the event an employee from the Thunder Bay REVERA LONG TERM CARE INC. REVERA LONG TERM CARE INC. facility or Hallowell House in Picton applies for a posting according to the above at a different facility listed in Schedule 'X'; or
  2. In the event an employee from Schedule 'X' applies for a posting according to the above at either of the Thunder Bay REVERA LONG TERM CARE INC. facility or the Hallowell House in Picton; her seniority will not be counted at the time the decision is made about filling the position and in the event she is the successful applicant, she will commence employment without seniority.

#### SCHEDULE 'X'

1. Versa-Care Limited operating as Dover Cliffs Long Term Care Centre
2. Versa-Care Limited operating as Versa-Care Centre, Hamilton, The Meadows, Ancaster or Ridgeview, Stoney Creek
3. Versa-Care Limited operating as Versa-Care Centre Lambeth
4. Versa-Care Limited operating as Versa-Care Elmwood Place
5. Versa-Care Limited operating as Carlingview Manor
6. Versa-Care Limited operating as Versa-Care Hallowell House
7. Versa-Care Limited operating as Versa-Care Centre, Thunder Bay
8. Versa-Care Limited operating as Versa-Care Thunder Bay REVERA LONG TERM CARE INC.

## **ARTICLE 18 - LAYOFF AND RECALL**

18.01 Layoff Procedure: In addition to its other business, the Labour Management Committee shall discuss any proposed layoffs in the bargaining unit and measures to reduce the impact of such proposed layoffs.

The Local's Business Agent (staff person employed by the Local) must be present at any Labour Management Committee meeting (either regularly scheduled or called specially) where proposed or actual layoffs and/or measures to reduce the impact of proposed layoffs will be discussed.

A lay-off shall include a permanent or long-term reduction of hours in an employee's regularly scheduled hours of work.

In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least 6 weeks' notice. This notice is not in addition of required notice for individual employees.

In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- if her service is greater than 9 years - 9 weeks' notice
- if her service is greater than 10 years - 10 weeks' notice
- if her service is greater than 11 years - 11 weeks' notice
- if her service is greater than 12 years - 12 weeks' notice

18.02 Layoff Procedure:

Note: The parties have always merged the seniority list for the purpose of Layoff and Recall as well as Job Posting.

- (a) In the event of a layoff, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, providing, that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
  - (i) Accept the layoff; or
  - (ii) First bump an employee with less bargaining unit seniority within the bargaining unit (full-time/part-time combined) in a lower or identical paying classification for

which they are qualified, as required by law and can perform the duties of the lower or identical classification without training other than orientation.

- (iii) Chain bumping, as noted above, will be allowed with the understanding that an employee subject to layoff, who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.

Note: For the purpose implementing this entire article full-time employees who work less than 75 hours shall be deemed to be working 75 hours. For example a full-time employee working 60 hours will be allowed to bump a 75 hour employee.

- (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
- (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's classification in the bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within ten percent (10%) of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vii) In the event that there are no employees in the bargaining unit with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provide she is qualified for and can perform the duties without training other than orientation.
- (viii) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within one (1) calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

- 18.03 (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualification as required by law to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraph above the Employer shall not act in an arbitrary manner.



- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. 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 proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off 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 recall and may instead remain on lay-off.
- (f) A laid off employee shall retain the rights of recall for a period of thirty (30) months.
- (g) The job posting procedure as set out in the Collective Agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, she shall have no further rights with regard to recall.

18.04 For the purposes of lay-off and recall, it is understood and agreed that if a part time employee bumps a full time employee as part of the above noted procedure, the part-time employee is accepting the full time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above noted procedure, the full-time employee is accepting the part-time position only.

18.05 For purposes of merging the seniority lists, a part time employee will be deemed to have one (1) year full time seniority for every eighteen hundred (1800) hours of part time seniority.

18.06 Benefits on Layoff:

In the event of a lay-off, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefits

premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

## **ARTICLE 19 - HOURS OF WORK AND PREMIUM PAYMENT**

- 19.01 The normal hours of work shall average 37 1/2 hours per week over the duty roster cycle employed in the Home with a 7 1/2-hour daily shift excluding meal period. Employees who are scheduled for an 8-hour shift shall be entitled to an uninterrupted one half (1/2) hour for lunch. The Employer will use its best efforts to insure that such one half (1/2) hour period is uninterrupted. It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their lunch period. Employees shall be paid for actual hours worked during the change-over regarding daylight savings time at straight time.
- 19.02 a) Shift Premium: In order to provide the Home with twenty-four (24) hours continuous service during the seven (7) days in each week, all employees may be required to rotate their 37 1/2-hour work week over three (3) shifts as necessary. The Employer will pay a premium of thirty cents (\$0.30) per hour to each employee working a shift ending or commencing between the hours of 10:30 p.m. - 12:00 o'clock midnight. In the event that an environmental services employee (i.e. Handyman) is scheduled an irregular shift, he will receive the aforementioned shift premium for any hours worked past 12 o'clock midnight.
- b) Weekend Premium: The Employer will provide a twenty cents (.20) weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.
- 19.03 The following regulations shall govern the scheduling of hours of employees in the bargaining unit.
- 19.04 Except where mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee:
- (a) Is not scheduled work more than seven (7) consecutive days;
  - (b) Has a minimum of one (1) weekend off in each three (3) week period;
  - (c) Where shifts are mutually agreed (i.e. no rotation) other employees will have the right to grieve selection and or apply under the provisions of Article 15.10 (Job Posting) where a job vacancy occurs.
  - (d) Shifts shall be at least four (4) hours unless mutually agreed otherwise between the Employer and Employee.
- 19.05 An employee may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of two (2) days off per week which shall be taken on such days as shall be specified by the Employer subject to the provisions of paragraph 19.04

19.06 (a) The Employer agrees to arrange shifts so that employees will receive a minimum of twenty-four (24) hours between shifts and change over of shifts, and forty (40) hours if there is one day off between change over and sixty-four (64) hours if there are two (2) days off between change over of shifts. Employee request for changes is posted work schedules by way of exchanges with appropriately qualified employees must be submitted in writing to the department head two (2) days in advance of the proposed exchange and must be co-signed by the employee willing to exchange days off or shifts. Such requests shall be subject to approval by department heads or designate. Such permission shall not be unreasonably withheld. The employer shall not be responsible or liable for overtime rates or non-compliance with any provisions of the agreement that might arise or accrue as a result of the exchange of shifts. The shifts exchanged must occur within the same or following pay period.

Note: The Employer will endeavour to identify a designate during weekends and holidays.

(b) In emergent circumstances, subject to operational requirements and with department manager's approval, staff in the service departments may be allowed to flex their start and finish times of their shifts.

19.07 Shift schedules covering a two (2) week period will be posted two (2) weeks in advance. Employees' requests for specific days off must be submitted in writing to the Department Head one (1) week in advance of posting.

19.08 If an employee's request for time off in accordance with the provisions of paragraph 19.04 and 19.07 above results in a conflict with 19.04 and 19.07 above, the said request and the granting of such shall not be deemed a violation of this Agreement because of the employee's individual request.

19.09 Where existing shift scheduling in effect is more favourable to the employee than the provisions of paragraph 19.04, the existing scheduling will be maintained rather than being amended to strictly comply with paragraph 19.04; in so doing, however, there shall be deemed to be no violation of this agreement.

19.10 Overtime:

(a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay Where time clocks are in use at the Home, no employee will be docked for periodic reporting late providing it is on an irregular basis and does not exceed 3 minutes per day.

(b) An employee absent on paid time during her scheduled work week because of sickness or accident, W.S.I.B., bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if they had worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

- (c) An employee required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), shall receive and two (2) times her regular straight time hourly rate for such additional authorized overtime.

19.11 If a part-time employee scheduled on the duty roster cycle (exclusive of any work on relief or call-in basis) to work and does actually work over thirty (30) hours per week in excess of seventeen (17) consecutive weeks per twelve (12) month period ending on May 31st of each year, he (she) may then be considered for eligibility into the full time unit subject to the mutual agreement of the Employer and the Union. In addition, if any employee enters the full time unit by mutual agreement but does not continue to be scheduled and works more than twenty-two and one-half (22 1/2) hours each and every week (exclusive of relief work), he/she shall automatically revert back to the part-time unit.

19.12 Call-In:

- (a) "Call-In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked and except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) If the employee reports for work within one (1) hour of the request for call-in then the Employer will guarantee a minimum of four (4) hours work.

19.13 Each employee shall be entitled to two (2) fifteen (15) minute rest breaks per 7 1/2 hour shift, one in each half (1/2) of shift the employee's regular work day.

19.14 Call-back: Call-back applies to an employee who has left the premises of the Employer and is called back during the immediately following shift.

In such situations the Employer will provide to the employee a minimum of four (4) hours pay at the straight time hourly rate. Overtime payment will be governed by the applicable provisions of the Collective Agreement. Call-back does not apply to a call-in situation.

19.15 Where a Home is participating in a master bargaining process, and the employee attends a bargaining session or sessions with the Employer on master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide such

employee with an alternative day off with pay, or, in the alternative pay for the scheduled day or days so spent in negotiating meetings with the Employer. It is understood that this provision does not apply when the employee attends a bargaining session or sessions with the Employer on Local issues.

19.16 The employer will endeavor to respond to requests for time off (i.e. Stats, Vacations and shift exchanges) within 4 (four) working days of such requests (excluding Saturday and Sunday) being submitted in writing to the supervisor.

## **ARTICLE 20 - RETIREMENT AGE**

20.01 It is understood and agreed that employees who have attained age sixty-five (65) shall be subject to 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 shall be retired.

## **ARTICLE 21 - PHYSICAL EXAMINATIONS**

21.01 Before final acceptance for employment all applicants will be required to pass a physical examination by their own doctor at their own expense. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Home and the results of which shall be made available to the Employer prior to the expiry of the probationary period. If an employee is assigned to work before the results of the physical examination are delivered to the employee, it is understood that continued employment is pending upon the results of the physical examination. If the employee is unable to arrange for such inclusive examination, the Employer will arrange such examination at the employee's expense.

21.02 In the event the Employer requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

## **ARTICLE 22 - PAID HOLIDAYS**

22.01 (a) The following paid holidays for seniority employees pursuant to Articles 22.01 and 22.07. The intent is that there shall be no more than eleven paid holidays.

New Year's Day  
Good Friday  
Victoria Day  
July 1st  
August Civic Holiday  
Family Day

Labour Day  
Thanksgiving Day  
Christmas Day  
Remembrance Day  
Boxing Day  
Float Holiday

22.02 The intent is that there shall be no more than twelve (12) paid holidays. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such holiday would replace one of the designated holidays in the Collective Agreement.

During the term of this Agreement, any employee who works on paid holiday will be paid on the basis of one and one-half times the rate set out in Schedule "A" for all hours actually worked plus what they would have received for not working if they qualified under Article 22.01 and 22.07.

22.03 During the term of this Agreement, any employee who works on a paid holiday may elect either:

- (a) to be paid their regular rate plus one and one-half times their regular rate for any and all work performed on said holiday; or
- (b) his regular rate and one-half for any and all work performed on said holiday, and an additional day off with pay within three (3) months following such paid holiday. If an employee fails to be granted their stat day off within the three (3) months the employer will allow an extension of one (1) additional month to schedule the day. If an employee fails to request and take his stat day within the three (3) months the employer will then pay them out for the day on the next pay cheque after the three (3) months.

22.04 The employee shall notify the Employer prior to the completion of the pay period in which such paid holiday occurs which option he intends to exercise. If the employee elects option (b) he shall give the Employer sufficient notice of what time off he desires to enable the Employer to properly schedule for such time in accordance with this Agreement. Once the schedule is posted, an employee who wishes to use such a day in lieu of a paid holiday during that posted scheduled period shall find his or her replacement and shall advise the Employer of the replacement. The Employer shall not be liable for any premium payment as a result of the replacement, which would not otherwise have been paid in the absence of the replacement. The in-lieu day and the replacement is subject to the prior approval of the Employer. Such approval shall not unreasonably be denied. A part time employee who acts as a replacement shall continue to be a part time employee.

22.05 Nothing in this Agreement shall prevent the Employer and the employee agreeing on pay at time and one-half plus the day off with pay, or a day's pay and time and one-half off or any other combination which is mutually agreed upon. If any employee is absent on a paid holiday, after being scheduled to work, without just cause, he shall forfeit all pay for that holiday.

22.06 In order to qualify for paid holiday pay, the employee must work his full scheduled shift immediately preceding and immediately following the paid holiday concerned, unless excused in writing by the Employer. Provided that if an employee is absent from the said shifts or either of them as a result of illness he shall nevertheless be entitled to pay for the holiday. The Employer may require that an employee absenting himself on such

account shall, prior to receiving pay for such holiday furnish a medical certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to illness. The provisions of this paragraph shall apply to one (1) holiday for one (1) illness, excepting at Christmas and Easter where it would be limited to two (2) holidays. An employee who has met the qualifier for a statutory holiday, is deemed to have qualified for the lieu day pay.

- 22.07 If one of the above-named paid holidays occurs on an employee's regular day off or during his vacation period, the employee will receive one (1) day's pay computed at the prevailing hourly rates for the job classification applicable or a compensating day off in lieu thereof. This does not apply to part time employees.
- 22.08 The Nursing Home will schedule employees off work for not less than three (3) consecutive days at either Christmas or New Year's. The Home will give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day. It may not always be possible for the Employer to schedule the "Eve Day" off as one of the three consecutive days. In that case the employee will be scheduled to work only the day shift on the "Eve" and such day is not considered as one of the three consecutive days. Employees may request to work both Christmas and New Year's Day. All Full-time and Part-time employees must be available to work either Christmas or New Year's. With respect to requests for Christmas and/or New Year's off seniority shall govern.

### **ARTICLE 23 - VACATIONS**

- 23.01 For the purpose of calculating eligibility, the vacation year shall be the period from the 13<sup>th</sup> pay period of any year to the end of the 12<sup>th</sup> pay period of the following year.
- 23.02 The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department but shall be finally determined by the Executive Director having due concern for the proper operation of the nursing home. If a vacation request is properly granted to an employee according to the terms of this collective agreement, the Employer shall not subsequently change that granting of vacation.
- 23.03 The Employer will post a list requesting vacation preference on March 15th. The list will remain posted until April 15. Employees will be allotted their preference on the basis of seniority. A finalized list will be posted by the Employer by May 1st and the employer will endeavour to include the names of employees scheduled to cover the vacation time. The employer will not act unreasonably when endeavouring to include names.

Vacation requests made after the posting of the Vacation Planner shall be determined by the Executive Director or Designate having due regard to the proper operation of the home on a seniority basis from the employees that requested time off on the vacation planner.

Any request made after all original planner request are approved will be on a first come first serve basis.

The employer will post the completed yearly planner by April 30<sup>th</sup> of each year.

- 23.04 All vacations must be taken by end of the 12 pay period. Employees wishing to schedule vacation in May must submit their request one month prior to the requested vacation. The Employer will confirm May vacation as soon as possible but not later than two weeks from receipt of request. Vacation scheduled in May cannot be cancelled and rescheduled. Vacations are not cumulative from year to year, and Employees shall not waive vacation and draw double time.
- (a) Employees are expected to provide advance notice to the Employer of the date they are scheduled to be on vacation. Their vacation pay for such time if requested three weeks in advance, or by the existing vacation scheduling procedure, will be provided on a Separate Vacation Pay Advance cheque.
  - (b) Vacation pay will be paid as a percentage of total earnings or regular pay, whichever is the greater.
- 23.05 Employees who have lost their seniority and have terminated their employment as set out in Article 12 herein between vacation periods, shall, on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut-off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.
- 23.06 Employees who have not completed their probationary period as of the cut-off date will receive 4% of their gross earnings during the vacation year.
- 23.07 Employees who have completed their probationary period as of the cut-off date will be granted one (1) days' vacation with pay for each month of service to a maximum of ten (10) days.
- 23.08 Employees with one (1) year of service on or before the cut-off date of the current year shall receive two (2) weeks' vacation with pay.
- 23.09 Employees with three (3) years of service on or before the cut-off date of the current year shall receive three (3) weeks' vacation with pay.
- 23.10 Employees with eight (8) years of service on or before the cut-off date of the current year shall receive four (4) weeks' vacation with pay.
- 23.11 Employees with fifteen (15) years of service on or before the cut-off date of the current year shall receive five (5) weeks' vacation with pay.
- 23.12 Employees with twenty-three (23) years of service on or before the cut-off date of the current year shall receive six (6) weeks' vacation with pay.
- 23.13 Effective 2008 vacation year, Employees with twenty-eight (28) years of service on or before the cut-off date of the current year shall receive 7 weeks' vacation with pay.



23.14 Vacation Days: It is agreed that the Employer will grant up to ten (10) single vacation days to employees between June 1st and September 1<sup>st</sup> and the Union agrees that such granting of days is at the discretion of the Employer and shall not unduly affect the proper operation of the Nursing Home.

Employees requesting such single days who have not found a suitable replacement shall give the Employer notice pursuant to Article 19.07 of their intent to take these days, ensuring that such request are within the scope of the Collective Agreement.

It is understood that the Employer will not incur any liability in the circumstances where the employee requesting the single day finds their own replacement.

#### **ARTICLE 24 - MEALS**

24.01 Employees are at liberty to bring their own meal, provided that such employees in no way interfere with the comfort and enjoyment of residents. If an employee wishes to take meals provided by the nursing home the employee shall be charged a reasonable amount communicated to the employee in advance. The Employer shall be entitled to deduct from each pay the total value of the meals provided to the employee during each pay period. It is understood employees will be given free tea, coffee and milk.

24.02 An employee required to work more than three (3) hours' overtime in one (1) day will be entitled to a free meal at the Nursing Home.

#### **ARTICLE 25 - UNIFORMS**

25.01 If and when uniforms are required by the Employer, the Employer agrees to pay a Uniform Allowance of \$0.07 per hour worked. This Uniform Allowance shall be paid to all employees who are required to wear such uniforms for the purchase, laundering and repair of same. Employees shall be permitted to wear uniform style pantsuits. The uniform allowance shall be paid out one time annually.

#### **ARTICLE 26 - HEALTH AND SAFETY**

26.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.

26.02 A Joint Health and Safety Committee shall be constituted with representation of at least half by employees from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. The Union agrees there will be three (3) representatives and that only two (2) representatives will be at the Employer's expense. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

- 26.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of the government inspector and shall have the right to accompany her on her inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 26.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety & Insurance Board (WSIB) relating to the number of work accidents, fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the Workplace Safety & Insurance Board may decide to disclose.
- 26.05 The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 26.06 Residents Having Serious Infectious Diseases  
The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- 26.07 There shall be two co-chairs for the Committee: one selected by employees by the various bargaining units and one selected by employees who are not represented by Unions and who do not exercise managerial functions.
- 26.08 Each year on April 28 at 11:00 a.m. one minute of silence may be observed in memory of workers killed or injured on the job. The Union and Employer agree resident safety shall not be affected.
- 26.09 The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g. gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment employees are obligated to comply with such recommendation(s).
- 26.10 The parties agree that if incidents involving aggressive clients action occur, such action

will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

26.11 Lockout and Machine Guarding

The Employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop a lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

26.12 Injured Workers Provisions

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at his/her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to his/her home as indicated.

26.13 Staff Abuse

The parties agree that abuse of staff, including threatening behaviour, must be addressed.

There will be no reprisal for the good faith lodging of a complaint by a staff member about such abuse or the participation by a staff member in an investigation with respect to such complaint.

Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse.

The parties agree that the Long Term Care environment houses residents who, through no fault of their own, may exhibit aggressively abusive behaviour and actions that may be unwelcome to staff. In order to balance those behaviours to the benefit of both the residents and the staff, the parties agree to the following:

The parties agree that if incidents involving aggressive resident's action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

If an employee is faced with abuse from a resident it may be necessary for the employee to leave the threatening situation and immediately notify his or her Supervisor who will assess the situation and give further direction.

It is agreed that no employee will be required to work one-on-one in a situation in which the actions of the resident at that time directly put the employee at risk of physical harm, until a satisfactory resolution has been reached.

Incidents of abusive and threatening behaviour by a resident will be documented on the resident's chart with a view to examine and modify care approaches and interventions by staff.

The parties understand that the Employer is required to make every effort to provide appropriate care to residents who are abusive before it makes any representation for psychiatric intervention.

Notwithstanding the foregoing, the employee is required to consider the safety of the resident before disengaging or withholding care on a one-on-one basis.

#### 26.14 Influenza

It is the policy of the Employer that all employees shall be required, on an annual basis, to be vaccinated for influenza and/or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee fails to take the required medication, he or she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by Public Health or the Employer to return to the work environment. The only exceptions to this would be

- i) if an employee is pregnant; and
- ii) upon written direction from the employee's physician for an employee for whom taking the medication will result in the employee being physically ill to the extent that he or she cannot attend work, in which case the employee will be entitled to use banked holidays or other banked lieu days, and thereafter vacation days, and thereafter leave without pay until such time as the employee has been cleared by the public health or the employer to return to the work environment.

If the employee gets sick as a reaction to the drug to the extent that he or she cannot attend work or has a severe allergic reaction and applies for WSIB the Employer will not oppose the application.

#### 26.15 Return to Work Program

The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-

entry programs will include a statement that the Employer will make reasonable effort to provide modified duties.

If, having commenced a modified/light/alternate work program, the employee raises an objection, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.

## **ARTICLE 27 - PAY DAYS**

27.01 Employees will be paid every second Thursday for the two (2) week period ending on the Friday of the previous week. This shall not preclude the Employer from amending pay periods and/or pay days provided the Union is provided with at least two (2) months' notice.

27.02 Pay Cheques: In the event of an error on the employees pay cheque the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

## **ARTICLE 28 - JURY DUTY**

- 28.01 (a) Where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties on the premises of the Employer on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Employer is unable to reschedule the employee and, as a result, he is required to attend on a regular day off he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate. It is agreed if this occurs on the employee's scheduled working day the employee will be paid as above.
- (b) An employee required to serve jury duty shall be paid the difference between what he would have earned for his scheduled hours, (without taking into account any shift premium or the like) and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over his jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments. The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty. The employee will come to work during those regularly scheduled hours that he is not required to attend at court.

## **ARTICLE 29 - LEAVE OF ABSENCE FOR UNION BUSINESS**

29.01 (a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing

Home. Such leaves shall not be unreasonably denied. In requesting such leave of absence, the Union shall endeavour to give twenty-one (21) days notice to the Employer, but shall give no less than fourteen (14) days notice. The request for said leave shall be in writing from the Union President or the Unit Chair.

- (b) It is understood and agreed that where such leave of absence for attendance at union schools and conventions is granted, the Employer will continue to pay the employee(s) for the period of the leave of absence and then submit an account to the union for the employee(s) wages together with any other administrative costs.

29.02 Full-time Union Office: Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for the leave of absence, without pay, to any employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave. It will become the responsibility of the employee for full payment, one month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of Workers' Safety and Insurance coverage, such employees are deemed to be employed by the Union. The Employer shall pay vacation as a REVERA LONG TERM CARE INC. percentage of the employees Roseview earnings for the period of the leave.

### 29.03 Bereavement Leave

- (a) Upon the death of an employee's spouse, same sex spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.
- (b) Upon the death of an employee's mother, father, step parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian grandparent, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.
- (c) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his aunt, uncle, niece or nephew.
- (d) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two scheduled days.
- (e) An employee will not be eligible to receive payment under the terms of the Bereavement Leave for any period in which she receives holiday pay, vacation pay.

Note: It is understood that if an employee is on sick leave and attends the funeral that the Bereavement Leave will not be charged against sick leave accumulated.

- (f) Where it is necessary because of distance the employee may be provided up to four (4) days additional unpaid leave.

#### 29.04 Leave of Absence for Pregnancy

An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to:

Preamble: Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act* of Ontario unless otherwise amended.

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the *Employment Standards Act*, and may begin no earlier than 17 weeks before the expected birth date.  
The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Parental Leave.

- (d) Notwithstanding Article 30.04(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental employment insurance benefit.

An employee on maternity leave who is in receipt of employment insurance maternity leave benefits shall be paid a supplemental employment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefit.

Such payment shall commence after the two week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance Act.

- (e) An employee who does not apply for leave of absence under Article 30.04(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 30.04(a) upon providing the Employer before the expiry of two (2) weeks after she ceased to work with a Certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery;
- (f) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included as prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- (g) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity, or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All the employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (h) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon the resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in the existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 30.04(g).
- (i) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and Weekly Indemnity Plan cannot be used.



- (j) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (k) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 30.04(l) of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing that she intends to take parental leave.
- (l) Parental Leave
  - (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee shall be entitled to parental leave.
  - (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
  - (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
  - (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.  
  
Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
  - (e) For the purposes of parental leave under Article 30.04(l) Parental Leave, the provisions of Article 30.04(f), (g), (h), (l), (j), and (k) shall also apply.

#### 29.05 Paid Educational Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

- (c) The Executive Director may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one 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 Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

#### 29.06 Unpaid Leaves of Absence

- (a) The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the nursing home. Applicants when applying must indicate the date of departure and specify the date of return. If the leave of absence is granted, the employee shall be advised in writing with a copy to the Union.
- (b) Personal leaves shall not be unreasonably denied.
- (c) Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (d) An employee who has been granted a leave of absence of any kind, and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.
- (e) To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.
- (f) Unpaid leaves of absence in excess of thirty (30) consecutive days shall not count as service to advance an employee to a one (1) or two (2) year wage rate in a job classification. However, a leave of absence because of a work related disability or illness shall count as service for wage progression purposes.
- (g) Paternity Leave: The Employer will grant two (2) days of unpaid leave to fathers for the birth of their child or children.

### **ARTICLE 30 - THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN**

In this Article, the terms used shall have the meanings as described:

30.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) Holiday pay, for the hours not worked; and
- iii) Vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

30.02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four per cent (4%) of applicable wages to the plan.

30.03 The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

30.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the employer of this increased obligation to the extent that any such obligation exceeds that which the employer would have if the Plan were a defined contribution plan.

30.05 The Employer agrees to provide to the Executive Director of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P8, as amended, which the Executive Director may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the

Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Executive Director and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee by article 23.05 of the agreement are:

(i) To Be Provided Once Only at Plan Commencement

Date of Hire  
Date of Birth  
Date of first Contribution  
Date of first Remittance  
Seniority List to include hours from date of hire to employer's fund entry date (for the purposes of calculations past service credit)

(ii) To Be Provided with each Remittance

Name  
Note – is this an issue with the pension plan?  
Monthly remittance  
Pensionable Earnings  
YTD Pension Contributions  
Employer portion of arrears owing due to error, or late enrolment by the Employer.

(iii) To Be Provided Once, and if Status Changes

Full Address as provided to the Home  
Termination date when applicable (DDMMYY)

iv) To Be Provided Once if they are Readily Available

Gender  
Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, at the expense of the Plan, unless the Employer is obligated by law to provide the information.

30.06 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 30.02 will be added to the employee's wages.

## **ARTICLE 31 - HEALTH AND WELFARE**

31.01 Every full-time employee shall maintain as a condition of employment, membership in the Employer's Group Insurance Plan, and every new full-time employee shall apply for and maintain membership in the Employer's Group Insurance Plan. The monthly premiums payable in advance shall be deducted from the employee's salary. If requested by the Employer, the employee shall sign a form or forms authorizing the deduction from salary of the amount of such premiums and other premiums payable for hospitalization and surgical medical coverage herein referred to.

Every part-time employee shall elect either to participate in the benefit plans provided under Article 31 or to receive one dollar and ten cents (\$1.10) per hour in lieu of the benefit plans. Every new part-time employee must, on completion of their probationary period, elect to participate in benefit plans or to receive one dollar and ten cents per hour in lieu.

For the purpose of Article 31, a full-time employee is defined as an employee regularly scheduled to work 37 1/2 hours per week. A part-time employee is defined as an employee regularly scheduled to work less than 37 1/2 hours per week but more than 22 1/2 hours per week.

31.02 The Employer's Group Insurance Plan includes Twenty Five Thousand Dollars (\$25,000) of life insurance and weekly salary indemnity on what is commonly known as a 1/8/17 basis to a maximum of sixty-six and two-thirds per cent (66 2/3%) of earnings to the nearest Five Dollars (\$5). (Disability or sickness due to pregnancy is not covered.) The Employer has agreed to pay one hundred per cent (100%) of the cost of the life insurance and one hundred per cent (100%) of the weekly salary indemnity. It is understood and agreed that employees over age sixty-five (65) are not insurable.

Part-time employees who elect not to participate in the group insurance plan are not eligible for Life Insurance or Weekly Salary Indemnity Coverage.

31.03 The Employer has agreed to pay one hundred per cent (100%) for full-time employees and sixty per cent (60%) for part-time employees of the billed rate of the OHIP Premium. The Employer is not responsible for contribution for part-time employees who have elected to receive pay in lieu of participation in the Group Insurance Plan. Further, the Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.

31.04 The Employer agrees to continue a major medical ten dollars (\$10.00) - twenty dollars (\$20.00) no Co-Insurance Plan (similar to Blue Cross EHC Plan). The Employer agrees to pay one hundred per cent (100%) for full-time employees and sixty per cent (60%) for part-time employees of the billed single/ family rate for employees who participate in the plan. If an employee is otherwise covered or a part-time employee has elected to not participate in the Group Insurance Plan, the Employer shall not be obliged to contribute. The Employer agrees to a one hundred sixty dollars (\$160.00) Vision Care Plan, per

twenty-four (24) month period, the \$160 can be used towards laser surgery and agrees to pay one hundred per cent (100%) for full-time employees and sixty per cent (60%) for part-time employees of the billed single/family rate for employees who participate in the plan in a twenty-four (24) month period. Effective January 1, 2012 increase vision care to one hundred and eighty-five dollars (\$185.00), If an employee is otherwise covered or a part-time employee elected not to participate in the Group Insurance Plan, the Employer shall not be obligated to contribute.

The Employer agrees to extend the Major Medical Plan to include coverage for Hearing Aides purchase, with a lifetime maximum of three hundred dollars (\$300.00) per eligible participant in the plan.

The drug plan will be modified as necessary to require generic substitutions for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The parties will meet to discuss the implementation of this modification to the drug plan.

- 31.05 The Employer agrees to continue a Dental Plan (Blue Cross #9) or its equivalent which, is based on the previous years ODA's Fee Schedule. The Employer agrees to pay fifty per cent (50%) for full-time employees and thirty per cent (30%) for part-time employees of the billed single/family rate for employees who participate in the plan. If an employee is otherwise covered or a part-time employee has elected to not participate in the Group Insurance Plan, the Employer shall not be obliged to contribute.

Roseview Manor, Thunder Bay does not have a dental plan cap.

As soon as possible following 'date of ratification' amend Dental plan to reflect Fluoride treatments will be covered only for persons under the aged of 18 years.

As soon as possible following 'date of ratification' amend Dental plan to reflect that for persons 18 years and older, recall is on nine (9) month basis.

As soon as possible following 'date of ratification' amend Dental plan to reflect that bite wing x-rays will be covered only every twenty-four (24) months for adults and nine (9) months for children.

- 31.06 Effective January 1, 2008

- Add a drug card
- Positive enrolment
- \$1.00 co-payment per prescription
- Amend as necessary to cover prescription drugs which by law must be prescribed by a licensed physician
- Generic substitution unless specifically prescribed otherwise by the doctor.
- Add a cap on the dispensing fee of \$7.50 per script, where not now in existence
- No annual deductible or lifetime maximum for drugs

- 31.07 The Employer recognizes its obligations under the Employer Health Tax.

31.08 Employees who have not achieved fifty (50) days seniority shall be not entitled to the benefits and shared arrangements outlined in paragraphs 32.02, 32.03, 32.04 and 32.05 hereof.

31.09 Employees will be allowed to mail in their receipts to the insurance company and have the cheque from the insurance company mailed directly to the employee's home address. The Employer will assist in the processing of claims if the employee requests.

31.10 Employees shall be provided with a booklet, which outlines all benefits available to them under the various Health and Welfare Plans. Employees will be notified of negotiated changes and amendments will be made to the booklet where practicable. The Employer will inform the Union in advance of any change in the carrier.

31.11 Sick Leave

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.
- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 2/3) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds (66 2/3) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds (66 2/3) percent of scheduled straight-time wages lost.
- (e) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employee's home or paid by direct deposit.
  - (a) Weekly indemnity participation is voluntary for all employees.

- (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (c) An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities January and July subject to evidence of insurability satisfactory to the carrier.
- (f) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.

- (g) When an employee is absent from work because of a disabling accident or sickness, the Employer in its discretion may request the right to request proof of illness by medical certificate. Such discretion shall not be unreasonably exercised.

If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence
- (i) The Employer will notify the employees of their accumulation of sick leave.
- (j) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to [insert relevant article of Pregnancy Leave provision
- (k) If an employee works four (4) hours of their scheduled shift and then goes home ill, he/she will be paid for the entire shift. Payment for the sick time portion shall be from their sick leave bank if any.



1. For employees with current W.I. plan

For those employees

- (i) who have less than 10 days in their bank at the date of execution of this memorandum of settlement, and
- (ii) who, within a period commencing within six (6) months following date of execution of this memorandum of settlement, are absent from employment due to sickness or injury covered by this plan; and
- (iii) shall upon provision of a medical note that the absence is reasonably expected to be for more than two weeks, be entitled to borrow, to be applied during the waiting period, with respect to the absence referred to in (iii) above, up to the lesser of
  - 1. the difference between the number of days in the employee's bank at the date of execution of this memorandum of settlement and ten (10) days; or
  - 2. the difference between the number of days in the employee's bank at the beginning of the absence referred to in (iii) above and ten (10) days

By way of example, an employee with 3 days at date of execution of this memorandum who is absent as described in (iii) above 3 months thereafter (at which time he or she had 6 days in his or her bank), will be entitled to borrow 4 days if required to be applied during the waiting period.

By way of further example, an employee with 8 days at date of execution of this memorandum of settlement who at the time of absence as described in (iii) above had 5 days in his or her bank, would be entitled to borrow 2 days.

An employee is entitled to borrow a maximum of five (5) days pursuant to this provision, which, without limiting the generality thereof, applies when the illness is to be for more than two weeks.

The employee and the Union agree that in the event the employee does not return to employment, the Employer may deduct from outstanding vacation, the value of any days owing.

31.12 When an employee is absent from work because of a disabling accident or sickness, the Employer in its discretion may request proof of illness by medical certificate. Such discretion shall not be unreasonably exercised.

31.13 An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

- 31.14 Sick leave benefits will cease on termination of employment or on retirement or on death. Sick leave benefits will not accrue (unless otherwise stated in this Agreement) while an employee is on leave of absence.
- 31.15 Only normal regularly scheduled working days will be charged against sick leave credits.
- 31.16 Absence for sickness or accident compensable by Workers Safety and Insurance will not be charged against sick leave credit; provided that if the employee elects, the Employer will pay an amount sufficient to bring the pay of the employee to an amount equal to his normal hourly wage (exclusive of overtime premiums, etc.) during such period as the employee is receiving Workers Safety and Insurance and any payment so made by the Employer will be charged against the sick leave credits of the employee.
- 31.17 An employee who will be absent due to personal illness or injury must notify the Employer at least one hour prior to the commencement of shift unless impossible. Failure to give such notice may result in the loss of sick leave benefits for that day of absence.
- 31.18 During any illness, the employee will notify the Employer of his intention to return to work as far in advance as possible.
- 31.19 When the employee returns to duty after absence due to personal illness the prescribed form requesting sick leave benefits and any forms required under the Employer's Group Insurance Plan, will be filled out, signed by the employee and delivered by the employee, as soon as possible after returning to duty, to the Employer. The Employer will render assistance in helping the employee to complete the required forms. Claim forms will be made available to employees on report of illness. Failure to follow this procedure may result in the loss of sick pay benefits for the entire period of absence.
- 31.20 Employees whose sick leave credits are exhausted must apply in writing for further leave of absence (without pay) to be governed by the provisions of Article 29.06(a).
- 31.21 The Union agrees to co-operate with management in controlling the unnecessary use of sick leave benefits. Any abuse of sick leave benefits will result in disciplinary action, which may include discharge.
- 31.22 The pay cheque or pay notice (stub) shall include the sick credits.
- 31.23 Annual Medical: The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.
- 31.24 Sick Leave Certificates: If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereof.

31.25 Employment Insurance Premium Reduction: The employee's share of the employer's employment insurance premium reduction will be retained by the employer towards offsetting the cost of the benefits contained in this Agreement.

31.26 Health & Welfare Benefit Dispute Resolution Process: Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

- (a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators for this process shall be:

Nancy Backhouse  
Deena Boltman

If additional arbitrators are necessary, I shall remain seized to appoint these, if the parties are unable to agree.

- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the employer to obtain insurance, which includes an agreement by the insurer to be bound by the process. If the

employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

31.27 An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enroll in the benefits under any one of the following conditions:

- i) A life changing event, such as divorce or death of a spouse;
- ii) When an employee transfers from a part time classification to a full time classification.

In addition to the above, where an employee's spouse loses their benefits, an employee shall be entitled to enroll for Extended Health and Dental benefits only, provided that they do so within thirty-one (31) days from the date their spouse lost their benefits.

Note: It shall be the joint responsibility of the Employer and Employee to ensure that if the employee wishes to participate she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

## **ARTICLE 32 - WORKERS SAFETY AND INSURANCE**

32.01 Where an employee is absent due to illness or injury, which is compensable by Workers Safety and Insurance (WSIB), the following shall apply:

- (a) Effective the date of the Award, the Employer shall continue to pay its share of any and all health and welfare benefit plans for employees on paid Workers Safety and Insurance. It is understood that this obligation of the employer to pay the aforesaid benefit costs while on Workers Safety and Insurance shall continue only so long as the employment relationship continues between the Employer and employee.

- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence;
- (c) 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 by Workers Safety and Insurance (WSIB);
- (d) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers Safety and Insurance (WSIB) shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

32.02 In the event that an employee is unable to complete his shift because of a compensable accident, the Employer will pay the employee's wages for the balance of the shift.

32.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure Article 16 of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at its discretion.

32.04 The injured employee shall have a period of two (2) years from the date of the injury within which he shall preserve the seniority which he had accrued up to the time of the accident and within which he shall have the right to return to work upon the recommendation of the Workers Safety and Insurance Board (WSIB) or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his normal job.

32.05 If an employee returns to work after fifty-two (52) weeks following the commencement of the W.S.I.B. claim, but prior to the two (2) full years mentioned in Article 34 .04 above, she shall be returned to her former job, or to work of comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 15. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

32.06 If, on the recommendation of the Workers Safety and Insurance (WSIB) or 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 Home, in a classification which is covered by this Agreement, then the returning employee may exercise his seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

32.07 Workers Safety and Insurance (WSIB) Claim: In the event that the Employer challenges a Workers Safety and Insurance Board (WSIB) claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim by Workplace Safety and Insurance (WSIB) for longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers Safety and Insurance (WSIB) on if her claim

was approved or the benefit to which she would be entitled under the Sick Leave Plan (Article 32.10 Weekly Indemnity). Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments by Workers Safety and Insurance (WSIB) to the employee will be refunded to the Employer following final determination of the claim by the Workers Safety and Insurance (WSIB). If the claim for Workers Safety and Insurance (WSIB) is not approved, the monies paid as an advance will be applied towards the benefits the employee would be entitled under the Sick Leave Plan (Article 32.10 Weekly Indemnity). Any payment under this provision will continue for a maximum duration equal to the weekly indemnity plan. It is further agreed that any overpayments under this Article will be deducted from outstanding monies owing to the respective employee.

### **ARTICLE 33 - RATES OF PAY**

- 33.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay therefore. If the Employer establishes a new classification, it will be discussed with the Union in advance.
- 33.02 Schedule "A" attached hereto shows the classifications and wages of the employees within the bargaining unit with the effect from the dates set out therein. The parties agree that said schedules and contents thereof shall constitute part of the Agreement. It is further agreed that if any new classifications within the scope of the certificate or certification are created within the lifetime of this Agreement wage rates for such classification shall commence to be negotiated between the Corporation and the Union not later than 14 calendar days after the Corporation establishes any such classification. Failure to mutually agree on either a new classification or rate of pay for the same, shall be the subject matter of a grievance for the purpose of this Agreement.
- 33.03 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.
- 33.04 With respect to the Health Care Aide classification it is agreed that new hires should possess a certificate or diploma from a duly accredited and recognized institution. Employees working as a HCA (with or without certificate) as of the date of ratification or award shall be grandfathered and will not be required to obtain any certificate or diploma unless new legislation that governs Long Term Care facilities mandate such a certificate. The parties agree to recognize the Personal Support Worker educational accreditation as equivalent to the Health Care Aide course. The classification shall continue to be Health Care Aide.
- 33.05 **RETROACTIVITY**
- a) It is agreed that any retroactive payment negotiated or awarded will only be payable to those employees employed on the date of ratification and/or the date of the interest arbitration award based on hours paid. Despite the foregoing, employees who legitimately retired, regardless of the time frame, or employees who voluntarily left their employment within sixty (60) calendar days of the date of ratification and/or

the date of the interest arbitration award will also be eligible for the retroactive payment.

- b) Retroactivity to be paid within thirty (30) days of the Employer receiving letter from the Union confirming ratification.
- c) The Employer will pay retroactivity on a separate cheque.

## **ARTICLE 34 - GENERAL**

- 34.01 Both the Employer and the Union recognize the joint responsibility and commitment to provide for and participate in, in-service education. Available programs will be publicized.
- 34.02 When an employee is required by the Employer to attend meetings, in-service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay and such time shall not be counted towards the calculation of overtime, or at the employee's option, she shall receive equivalent time off, at a time mutually agreed upon.
- 34.03 The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of any documents and materials which it is required to post in the Home pursuant to the *Nursing Homes Act*.
- 34.04 If the Employer requires a sick leave certificate and the employee's doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate; or in the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.
- 34.05 The Employer will provide for one employee on staff to be certified as a CPR instructor. Note: The intent of this provision is for the Employer to train an in-house instructor. If no instructor is available, the Employer is not responsible to pay for RPN basic CPR re-certification.
- 34.06 Recent Related Experience  
Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to the maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one years' experience. Where the experience is part time one year equals 1,800 hours worked.
- 34.07 The Employer shall provide a locked filing cabinet for the Union to store confidential member documents in a mutually agreeable location. The parties agree the Employer bears no liability for such storage .

## **ARTICLE 35 - PAID EDUCATION LEAVE**

- 35.01 The employer agrees to pay into a special dues fund the amount of two (2) cents per hours per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by Canadian Auto Workers and shall be utilized by the Union at its discretion.
- 35.02 The Employer further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 36 - NOTICE**

- 36.01 Any notice to any employee under this Agreement may be given personally or by prepaid registered post addressed to the employee at his last address shown on the seniority list on the payroll of the Employer, and such notice shall be deemed to have been given when delivered to the postal authorities.

## **ARTICLE 37 - INVALIDITY**

- 37.01 In the event of any legislation now in force or hereafter enacted invalidating the application of any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect.

## **ARTICLE 38 - INTERPRETATION**

- 38.01 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement which employees are within the bargaining unit and for whom the Union is recognized as the bargaining agent. The provisions of this Agreement shall be read with all genderical, grammatical, singular and plural changes as required by the circumstances.
- 38.02 For clarification purposes of when a Statutory Holiday begins and ends the first shift of the day shall be the shift where the majority of hours are completed before 8 a.m.
- 38.03 Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.
- 38.04 There shall be no pyramiding of premium pay, overtime pay, sick pay and paid holiday pay.
- 38.05 Except where otherwise specified in this Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.



**ARTICLE 39 - SHARED COST OF DUPLICATING COLLECTIVE AGREEMENT**

39.01 The Union will prepare final drafts of the collective agreement and provide the same to the Employer. The Employer will review the said documents and return them to the Union within sixty days. The parties agree to split the cost of printing the collective agreement.

**ARTICLE 40 - TERMINATION**

40.01 This Agreement shall come into effect on the first day of November 1, 2012 and will continue in effect until October 31, 2014 and shall continue automatically thereafter in annual periods of one (1) year unless either party notifies the other in writing within ninety (90) days before the expiration date that it desires to amend or terminate this Agreement.

40.02 In the event of such notification being given as to amendment of this Agreement, negotiations between the parties shall begin within fifteen (15) days following receipt of the notification, unless otherwise agreed to by the parties.

40.03 If pursuant to such negotiations, an agreement, or the renewal, or the amendment, of this Agreement is not reached prior to expiration date, this Agreement shall expire at such expiry date, namely the 30th day of June for the year for which such notice is given, unless extended by mutual agreement of the parties

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

ROSEVIEW MANOR, THUNDER BAY  
REVERA LONG TERM CARE INC

THE NATIONAL AUTOMOBILE,  
AREOSPACE TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA)

(for the Employer)

(for the Union)

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**ROSEVIEW MANOR**

**Schedule A**

**Term: November 1, 2012 – October 31, 2014**

<b>CLASSIFICATION</b>	<b>STEP</b>	<b>November 1, 2012</b>
<b>R.P.N.</b>	<b>Start</b>	23.556
	<b>1st Incr</b>	23.837
	<b>2nd Incr</b>	24.369
		24.843
<b>NURSES AIDE/ATTENDANTS</b>	<b>Prob</b>	18.685
	<b>Start</b>	18.944
	<b>1st Incr</b>	19.454
	<b>2nd Incr</b>	20.007
<b>QUALIFIED HEALTH CARE AIDE ACTIVITY AIDE</b>	<b>Prob</b>	19.002
	<b>Start</b>	19.239
	<b>1st Incr</b>	19.758
	<b>2nd Incr</b>	20.255
<b>DOMESTIC LAUNDRY AIDE DIETARY AIDE JANITOR</b>	<b>Prob</b>	18.494
	<b>Start</b>	18.741
	<b>1st Incr</b>	19.250
	<b>2nd Incr</b>	19.816
<b>ASSISTANT COOK</b>	<b>Prob</b>	19.544
	<b>Start</b>	19.816
	<b>1st Incr</b>	20.311
	<b>2nd Incr</b>	20.855
<b>HANDYMAN</b>	<b>Prob</b>	18.685
	<b>Start</b>	18.944
	<b>1st Incr</b>	19.465
	<b>2nd Incr</b>	20.007

LETTER OF UNDERSTANDING # 1  
BETWEEN  
ROSEVIEW MANOR THUNDER BAY  
- AND -  
THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: PENSION

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein and Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan.

Arbitrator Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three members from each side.
3. In consideration of the Employer forthwith paying those contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the Employee matching contributions.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.
5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA)

(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING # 2

BETWEEN:

ROSEVIEW MANOR THUNDER BAY

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: Women and Violence

The parties hereby recognize and share the concern that women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
OF CANADA (CAW-CANADA)

(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING # 3

BETWEEN

ROSEVIEW MANOR (THUNDER BAY)

- AND -

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: Investigation of Alleged Resident Abuse

The parties agree that the abuse of residents will not be tolerated and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of alleged abuse. Where an employee is required to leave the workplace while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all schedule hours lost as a result of the absence.

The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Union Committee person is not present, the Union Committee person will be advised not later than the next business day.

All investigations will be completed as quickly as possible. Where an interview of an employee witness is conducted by the Employer, the employee witness may request that a Union Committee person be present.

Furthermore, the parties will ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA)

(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING # 4

BETWEEN

ROSEVIEW MANOR (THUNDER BAY)

- AND -

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: RAI RESULTS

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual RAI results. The Employer agrees to provide the Union with staffing levels, the impact of related payroll costs on staffing levels and a written notice of the RAI results for the facility.

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing of the facility, and provide the union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
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(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING # 5

BETWEEN

ROSEVIEW MANOR (THUNDER BAY)

- AND -

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: Greenshield

In the event the Employer considers changing the carrier of health and welfare benefits in place as of the 'date of ratification', Greenshield will be invited to submit a proposal.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
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(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING # 6

BETWEEN

ROSEVIEW MANOR (THUNDER BAY)

- AND -

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: Chiropractic; Eye Coverage

Where the benefit plans provide for chiropractic coverage and eye examinations, the Employer agrees that that coverage will continue notwithstanding that O.H.I.P. no longer includes such services as insured services.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
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(for the Union)

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LETTER OF UNDERSTANDING # 7

BETWEEN

ROSEVIEW MANOR (THUNDER BAY)

- AND -

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: Workload Review

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- a) At the time the workload issue occurs, discuss the issue with the Employer to develop strategies to meet resident care needs using current resources.
- b) If necessary, using established lines of communication, seek immediate assistance from an individual (s) identified by the Employer who has responsibility for timely resolution of workload issues.
- c) Failing resolution at the time of occurrence of the workload issue, the workload concern(s) will be reduced to writing using the Union's standardized form and addressed at the next scheduled labour/management meeting.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
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(for the Union)

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**WORKLOAD REVIEW FORM**



CAW represented staff members are to complete all sections and forward copies to the Unit Chairperson as soon as possible.

Name (print) & Classification:

Signature:

Occurrence Date:

Time:

Workplace:

Unit:

Brief Description of Workload Concern:

Recommendation to Resolve:

Name/Title of CAW Representative Notified:

Date/Time of Notification:

A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.

LETTER OF UNDERSTANDING # 8

BETWEEN:

ROSEVIEW MANOR, THUNDER BAY

-AND-

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA

(CAW-CANADA)

Re: Resident Abuse

The Employer will provide each employee at time of hire with a copy of its current resident abuse policy and will be available to answer any questions the employee may have about the policy. Such employees shall be required to read the policy provided and sign that they have read the policy and have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer will provide an in-service in each calendar year with respect to the resident abuse policy current at the time of the in-service and will be available to answer any questions the employee may have about the in-service. The Employer shall provide the employees at the in-service with a copy of the current resident abuse policy. Employees who attend such in-service outside their regular working hours will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

Nothing herein interferes with the right of the Employer to introduce an amended resident abuse policy at any time. The Employer shall provide an in-service about such amendment, and will provide the employees with a copy of the amendment. Employees who attend such in-service outside their regular working hours, as may be required by the Employer, will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer and the Union understand and agree that every person has a positive obligation under the *Nursing Homes Act* to report forthwith resident abuse or the suspicion of abuse and the information upon which it is based without fear of reprisal.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
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LETTER OF UNDERSTANDING #9

BETWEEN:

ROSEVIEW MANOR, THUNDER BAY

-AND-

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

RE: CLOSURE TO AVOID THE UNION LANGUAGE

The Employer agrees to not close an existing home and open another in an attempt to avoid the Union during the term of this Collective Agreement.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY  
REVERA LONG TERM CARE INC

THE NATIONAL AUTOMOBILE,  
AREOSPACE, TRANSPORTATION  
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LETTER OF UNDERSTANDING #10

BETWEEN:  
ROSEVIEW MANOR, THUNDER BAY

-AND-

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate and/or Management will make themselves available to female employees as needed to discuss problems with them and access local services and supports as required.

The name of the Advocate will be posted on the Union bulletin board. The Employer agrees to provide access to a private office so that confidentiality can be maintained with a female employee is meeting with the women's advocate.

The Employer will provide unpaid leave to one (1) employee per home to participate in the training. However, any expenses will be assumed the Union directly and/or through the paid education leave program.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY  
REVERA LONG TERM CARE INC

THE NATIONAL AUTOMOBILE,  
AREOSPACE, TRANSPORTATION  
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(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING # 11

BETWEEN:

ROSEVIEW MANOR THUNDER BAY

- and -

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

RE: HARASSMENT POLICY IN RESPECT OF CAW MEMBERS

1. **Policy**

Harassment prohibited by the Ontario Human Rights Code including sexual harassment is offensive, degrading and threatening. The Employer and the CAW do not tolerate any form of prohibited harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. **What is Harassment?**

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Human Rights Code.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every employee has the right to freedom from harassment in the workplace by the employer or any other person 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.

3. **Responsibilities**

In order to provide for and maintain an environment free of harassment, the Employer and the CAW will ensure that:

All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.

The Employer and the CAW will jointly investigate all complaints.

The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the CAW.

All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment

may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

1. Name Calling
  2. Racial Slurs or Jokes
  3. Mimicking a person's accent or mannerisms
  4. Offensive posters or pictures on paper
  5. Repeated sexual remarks
  6. Physical contact that could be perceived as degrading
  7. Sexual flirtation, advances, propositions
  8. Leering
  9. Comments about a person's sex life
  10. Innuendo, gestures or taunting about a person's body, disability, attire or gender.
4. The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

### **Procedure**

The Employer and the CAW are responsible for advising a complainant when this policy applies; providing education regarding harassment; clarifying options available; identifying and assisting complainants in obtaining counseling; facilitating in the resolution process and informing the complainant of his or her rights to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the Criminal Code. In addition, the Employer and the CAW will inform the complainant that he or she has the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and the CAW. They may be either verbal or in written form.
2. The Employer and the CAW will document the complaint and the individual will be informed of his/her rights.
3. The Employer will bring the matter to the attention of the person alleged to be responsible for the conduct of harassment and will attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the

allegations either orally or in writing.

6. An internal resolution will be attempted between the complainant and the respondent by the Employer and the CAW.
7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the CAW.
9. At the conclusion of this step the complaint, if unresolved by the complainant will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved in Step 2 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.
11. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA)

(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING # 12

BETWEEN

ROSEVIEW MANOR (THUNDER BAY)

- AND -

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: Sick Leave ROE Process

- a) In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.
- b) The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, they will receive their Record of Employment (ROE) on their last worked shift, provided the employee provides as much written notice in advance as possible but not less than five (5) working days in advance.
- c) The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE on the last day of the pay period on which the absence occurs.
- d) It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, but in any event such top up shall not exceed fifteen (15) weeks, and the employee shall be entitled, upon the completion of the E.I. sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
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OF CANADA (CAW-CANADA)

(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING #13

BETWEEN:

ROSEVIEW MANOR, THUNDER BAY

-AND-

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Definitions: Casual or Unscheduled Part-time

Where 'casual employees' exist in a collective agreement, or where there is an established practice of part-time employees who do not have scheduled shifts the following conditions will apply:

Once such employee has provided availability to the Employer, if they do not accept shifts for a period of three (3) consecutive months, they shall be deemed to have voluntarily resigned their employment.

Notice in writing will be provided to the employee and the Unit Chairperson.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY  
REVERA LONG TERM CARE INC

THE NATIONAL AUTOMOBILE,  
AREOSPACE, TRANSPORTATION  
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(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING #14  
BETWEEN:

ROSEVIEW MANOR, THUNDER BAY

-AND-

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Re: Bumping Up

- a) The employer agrees that when an employee is working a short shift less than 7.5 hours and a full shift 7.5 hours becomes available that employee will be allowed to bump up seniority to the full shift provided they accept the location of the assignment. The employer will then fill the vacant shift by going through the call-in list in order of seniority and award the short shift to an available employee.
- b) The employer agrees that employees who give a standing availability for bump-ups will be bumped up to a full shift prior to the schedule being posted, as per (a) above. It will be the employee's responsibility to check the schedule and ensure they are aware of their shifts.
- c) Employee who do not provide a standing availability for bump-ups will only receive bump-ups as per (a) above.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY  
REVERA LONG TERM CARE INC

THE NATIONAL AUTOMOBILE,  
AREOSPACE, TRANSPORTATION  
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(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING #15  
BETWEEN:

ROSEVIEW MANOR, THUNDER BAY

-AND-

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

RE: Full-time employees Working 4 day a week Rotations Vacation Entitlement

As of the date of ratification there are four (4) employees working in 4 day a week rotations who all have their vacation entitlement listed as 4 days a week. These four (4) employees will be allowed to take 1 additional LOA day per weeks' vacation entitlement throughout the year. It is understood that these employee will not be entitled to any greater vacation entitlement than a 5 day a week employee.

The booking of this additional day will be subject to the terms of Article 23 of the collective agreement

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY  
REVERA LONG TERM CARE INC

THE NATIONAL AUTOMOBILE,  
AREOSPACE, TRANSPORTATION  
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(for the Employer)

(for the Union)

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LETTER OF UNDERSTANDING #16

BETWEEN:

ROSEVIEW MANOR, THUNDER BAY

-AND-

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)

Article 22 Paid Holidays

The recreation department will stay open on holidays with employees working their regular schedule.

The Parties agree to meet no later than July 01, 2013 to review maintaining the practice on an ongoing basis.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ROSEVIEW MANOR, THUNDER BAY  
REVERA LONG TERM CARE INC

THE NATIONAL AUTOMOBILE,  
AREOSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA)

(for the Employer)

(for the Union)

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**PART Time Addendum**

**COLLECTIVE AGREEMENT**

-between-

REVERA LONG TERM CARE  
REVERA LONG TERM CARE INC.  
Operating as  
ROSEVIEW MANOR  
(herein after referred to as the “Employer”)

-and-

THE NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)  
(herein after referred to as the “Union”)

**Part-time Collective Agreement**

EFFECTIVE: November 1, 2012

EXPIRY: October 31, 2014

## Roseview Manor Part-Time Agreement

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All Letters of Understanding bargained after the signing of this collective agreement must be voted on by the membership at Roseview Manor.

BETWEEN:

REVERA LONG TERM CARE INC. Operating as  
ROSEVIEW MANOR  
(herein after referred to as the “Employer”)

OF THE FIRST PART

- AND -

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)  
(herein after referred to as the “Union”)

OF THE SECOND PART



ARTICLE 1 - GENERAL PURPOSE  
SAME AS FULL TIME

ARTICLE 2 - RECOGNITION

2.01 (a) Part-time Service Bargaining Unit: The Employer recognizes the Union as the bargaining agent for all purposes of the Labour Relations Act of Ontario for all employees of the Employer at its Nursing Home mentioned in paragraph 1.01, hereto, regularly employed for not more than twenty-two and one-half (22 1/2) hours per week and students employed during the school vacation period, save and except Registered Nursing Staff, physiotherapists, occupational therapists, supervisors, persons above the rank of supervisor, and persons covered under subsisting collective agreements.

ARTICLE 3 - RELATIONSHIP  
SAME AS FULL TIME

ARTICLE 4 - UNION SECURITY  
SAME AS FULL TIME

ARTICLE 5 - CONTRACTING OUT  
SAME AS FULL TIME

ARTICLE 6 - STRIKES AND LOCKOUTS  
SAME AS FULL TIME

ARTICLE 7 - MANAGEMENT RIGHTS  
SAME AS FULL TIME

ARTICLE 8 - UNION COMMITTEE AND REPRESENTATION  
SAME AS FULL TIME

ARTICLE 9 - BULLETIN BOARDS  
SAME AS FULL TIME

ARTICLE 10 - GRIEVANCE PROCEDURE  
SAME AS FULL TIME

ARTICLE 11 – ARBITRATION  
SAME AS FULL TIME

ARTICLE 12 – EMPLOYEE RECORD/FILE  
SAME AS FULL TIME

ARTICLE 13 - NO DISCRIMINATION / HARRASSMENT/BULLYING  
SAME AS FULL TIME

ARTICLE 14 - PROBATION PERIOD  
SAME AS FULL TIME

ARTICLE 15 - SENIORITY

- 15.01 Seniority is defined as length of service with the Employer and will be acquired when an employee has completed fifty (50) days worked or 375 hours worked (which would include days not worked but paid for by the Employer) whichever is the longer, and will accumulate thereafter. Employees will be regarded as probationary employees until they have acquired seniority as above provided. For the purpose of computing seniority for part-time employees after completion of the probationary period, the part-time employee will be required to complete 37 1/2 hours of work to attain the equivalent of one week's seniority and so on.
- 15.02 Employees within their position classification will progress from Probation Rate to the One Year Rate and so on, on the basis of 1800 hours worked from their date of hire; further wage progression within the position classification will be based on the completion of 1800 hours worked at each level in the wage grid.

Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the WSIB shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within the position classification.

Seniority shall accrue during maternity/parental leave or for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits or illness.

This article shall be interpreted consistent with the Human Rights Code.

Should an employee not work at any time in any six (6) consecutive months, the employee shall be paid at the start rate for work performed thereafter and shall progress to the 1 and 2 year rate in accordance with the foregoing provisions.

- 15.03 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:
- (a) retires or quits;
  - (b) is discharged and is not reinstated pursuant to the grievance procedure;
  - (c) overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days for which she is scheduled to work, without a justifiable reason for such absence. This provision shall not be interpreted as condoning unauthorized absenteeism for three (3) consecutive working days or less;
  - (d) fails to report for work in accordance with a notice of recall within seven (7) working days after the registered mailing date, unless a satisfactory

reason is given;

- e) is laid-off from work for a period of thirty-six (36) months.
- (f) fails to be available for work in a three (3) month period provided that shifts have been offered by the Employer

Any notice to an employee under this Agreement may be given personally in writing or by prepaid registered mail or courier addressed to the employee at her last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given three (3) business days after being delivered to the postal authorities or when personally received when delivered by the Employer or by courier.

- 15.04 The Employer will prepare a seniority list of all employees in the bargaining unit. The list will be prepared chronologically by hours showing the employees' name, department classifications and seniority starting dates. The list will be supplied to the Union office and the Chief Steward as of March 1 and October 1 of each year. Employees will have thirty (30) calendar days from the date of posting such list to bring to the attention of management any discrepancies in the list. Employees will have thirty (30) calendar days from the date of posting such lists to bring to the attention of management any discrepancies in the lists. Failure to do so will result in the list remaining un-amended.

Implementation Note: The parties agree that should there be contentious seniority issues related to job posting, lay-off, or wage progression the parties will refer to the Lifetime Hours report.

- 15.05 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 cases of dismissal for cause or termination during the probationary period. Notwithstanding the foregoing, in the event that the Employer must by law provide a longer notice of termination or pay a greater sum in lieu of notice, the Employer must provide such longer notice or pay such greater sum. Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

- 15.06 (a) Temporary Transfers When the Employer requires an employee to substitute on a higher rate job covered by this agreement (not including RPN's assigned to RN duties) for at least one-half of their regularly scheduled shift, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.
- (b) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of

seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance in (b) will apply to an RPN who is designated to be in charge of the building.

#### 15.07 Permanent Job Transfers:

- (a) Transfers to Lower Rated Classification: If an employee is transferred to a lower rated classification, the employee shall receive in the new classification the next rate immediately below the employee's present wage rate and shall progress within the scale for such lower rated classification according to the length of service within such lower rated classification subsequent to the date of the transfer; provided, that if the employee is at the maximum level in the present classification, the employee shall receive not less than the maximum level of the lower rated classification.
- (b) Transfers to a Higher Rated Classification: If an employee is transferred to a higher rated classification, the employee shall receive in the new classification the next rate immediately above the employee's present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of the transfer.
- (c) An employee whose status is changed permanently from full-time to part-time shall receive credit for their full service and seniority. Part-time employees whose status is changed permanently to that of full-time shall receive credit for service and seniority on the basis of 1800 hours equals one year. Any time worked in excess of an equivalent shall be prorated at the time of transfer. The employee's original date of hire shall not be altered, however, the employee will have an adjusted start date.
- (d) Full-time/Part-time Ratio: So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

15.08 The Employer has the right to temporarily second an employee for a special assignment provided such assignments are not performed for the purpose of discipline, for a term of up to six (6) months. This term may be further extended for up to an additional six (6) months with the approval of the Union. Such employees will accrue seniority and service during the term of the secondment and will not suffer any loss in wages.

#### ARTICLE 16 - JOB POSTING SAME AS FULL TIME

ARTICLE 17 - JOB POSTING AND TRANSFERS  
SAME AS FULL TIME

ARTICLE 18 - LAYOFF AND RECALL  
SAME AS FULL TIME

ARTICLE 19 - HOURS OF WORK AND PREMIUM PAYMENT  
SAME AS FULL TIME IN ADDITIONAL TO THE FOLLOWING:

Part-time and casuals are required to submit availability upon hire and bi-weekly one (1) week prior to the schedule being posted thereafter., Annual availability may also be submitted. Employees who do not submit availability or accept offered work within a three (3) month period shall be deemed terminated in accordance with Article 15.03 (f) PT.

ARTICLE 20 - RETIREMENT AGE  
SAME AS FULL TIME

ARTICLE 21 - PHYSICAL EXAMINATIONS  
SAME AS FULL TIME

ARTICLE 22 - PAID HOLIDAYS

Float Holiday: There shall be one (1) paid holiday. To be taken any time in the calendar year.

22.01 An employee shall qualify for holiday pay if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday. Holiday pay shall be paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate for all hours worked on a holiday.

22.02 (a) The following are paid holidays for seniority employees pursuant to Articles 20.01 and 20.04. The intent is that there shall be no more than eleven (11) paid holidays.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
July 1st	Remembrance Day
August Civic Holiday	Boxing Day
Family Day	

(b) The intent is that there shall be no more than eleven (11) paid holidays. If another Federal, Provincial, or Municipal holiday should be proclaimed during the term of the Collective Agreement, such holiday would replace one of the designated holidays in the Collective Agreement.

Part-time employees will request to schedule a float holiday, such day will be paid on the basis, of counting back 28 days times the hours worked in those 28 days, divided by 22. (Same as current formula for part-time in lieu day).

- 22.03 During the term of this Agreement, any employee who works on a paid holiday will be paid on the basis of one and one-half times the rate set out in Schedule "A" for all hours actually worked plus what they would have received for not working if they qualified under 22.01 and 22.04.
- 22.04 In order to qualify for holiday pay, the employee must work his full scheduled shift immediately preceding and immediately following the paid holiday concerned, unless excused in writing by the Employer. Provided that if an employee is absent from the said shift or either of them as a result of illness, he shall nevertheless be entitled to pay for the holiday. The Employer may require that an employee absenting himself on such account shall, prior to receiving pay for such holiday, furnish a medical certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to illness. The provisions of this paragraph shall apply to only one (1) illness during the entire year excepting at Christmas where it would be limited to two (2) holidays. An employee who has met the qualifier for a statutory holiday, is deemed to have qualified for lieu day pay.
- 22.05 Christmas/New Year Scheduling: The Nursing Home will schedule employees off work for not less than three (3) consecutive days at either Christmas or New Year's. The Home will give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day. It may not always be possible for the Employer to schedule the "Eve Day" off as one of the three consecutive days. In that case the employee will be scheduled to work only the day shift on the "Eve" and such day is not considered as one of the three consecutive days. Employees may request to work both Christmas and New Year's Day. All Part-time and Full-time employees must be available to work either Christmas or New Year's. With respect to requests for Christmas and/or New Year's off seniority shall govern.

## ARTICLE 23 – VACATIONS

- 23.01 Part-time employees shall receive vacation with pay calculated as a percentage of gross earnings for work performed up to the 12<sup>th</sup> pay period in any year from the 13<sup>th</sup> pay period of the previous year. The employer will endeavour to provide employees vacation pay on the 14<sup>th</sup> pay period.

Employees who qualify under section 23.09 will receive 4% of gross earnings.  
Employees who qualify under Section 23.10 will receive 6% of gross earnings.  
Employees who qualify under Section 23.11 will receive 8% of gross earnings.  
Employees who qualify under 23.12 will receive 10% of gross earnings.  
Employees who qualify under 23.13 will receive 12% of gross earnings.  
Employees who qualify under 23.14 will receive 14%

Effective with vacations calculated after May 31, 1989, the designation of 1800 hours worked as designated in section (a), (b) and (c) shall be changed to 1800 hours paid.

- (a) Employees who have worked more than 1800 hours but less than 5400 hours will receive the equivalent of four per cent (4%) of gross earnings for each 1800 hours paid in the period ending the 12<sup>th</sup> pay period from the beginning of the 13<sup>th</sup> pay period of the previous year.
- (b) Employees who have worked more than 5400 hours but less than 14400 hours with the Employer will receive the equivalent of six per cent (6%) of gross earnings for each 1800 hours paid in the period ending the 12<sup>th</sup> pay period from the beginning of the 13<sup>th</sup> pay period of the previous year.
- (c) Employees who have worked more than 14400 hours will receive the equivalent of eight per cent (8%) of gross earnings for each 1800 hours paid in the period ending the 12<sup>th</sup> pay period from the beginning of the 13<sup>th</sup> pay period of the previous year.
- (d) Employees who have worked more than 27000 hours will receive the equivalent of ten percent (10%) of gross earnings for each 1800 hours paid in the period ending the 12<sup>th</sup> pay period from the beginning of the 13<sup>th</sup> pay period of the previous year.
- (e) Employees who have worked more than 41,400 will receive the equivalent of twelve percent (12%) of gross earnings for each 1800 hours paid in the period ending the 12<sup>th</sup> pay period from the beginning of the 13<sup>th</sup> pay period of the previous year.
- (f) Employees who have worked more then 50,400 will receive the equivalent of fourteen percent (14%) of gross earnings for each 1800 hours paid in the period ending the 12<sup>th</sup> pay period from the beginning of the 13<sup>th</sup> pay period of the previous year.

23.02 The Employer will post a list requesting vacation preference on March 15. The list will remain posted until April 15. Employees will be allotted their preference on the basis of seniority. A finalized list will be posted by the Employer by April 30. For the 2008 Vac Year Refer to LOU #14.

All vacations must be taken by the end of the 12<sup>th</sup> pay period each year. Employees wishing to schedule vacation in May must submit their request one month prior to the requested vacation. The employer will confirm May vacation as soon as possible but not later than two weeks from receipt of request. Vacation scheduled in May cannot be cancelled and rescheduled. Vacations are not cumulative from year to year, and Employees shall not waive vacation and draw double time.

23.03 Employees are expected to provide advance notice to the Employer of the date they are scheduled to be on vacation. Their vacation pay for such time if requested three weeks in advance, or by the existing vacation scheduling procedure, will be provided on a Separate Vacation Pay Advance Cheque.

23.04 The Employer will post a list requesting vacation preference on March 15<sup>th</sup>. The list will remain posted until April 15. Employees will be allotted their preference on the basis of seniority. A finalized list will be posted by the Employer by April 30 and the employer will endeavour to include the names of employees scheduled to cover the vacation time. The employer will not act unreasonably when endeavouring to include names.

Vacation requests made after the posting of the Vacation Planner shall be determined by the Executive Director or Designate having due regard to the proper operation of the home on a seniority basis from the employees that requested time off on the vacation planner.

Any request made after all original planner requests are approved will be on a first come first serve basis.

The employer will post the completed yearly planner by April 30<sup>th</sup> of each year.

ARTICLE 24 - MEALS

SAME AS FULL TIME

ARTICLE 25 - UNIFORMS

Not Applicable

ARTICLE 26 - HEALTH AND SAFETY

SAME AS FULL TIME

ARTICLE 27 - PAY DAYS

SAME AS FULL TIME

ARTICLE 28 - JURY DUTY

SAME AS FULL TIME

ARTICLE 29- LEAVE OF ABSENCE FOR UNION BUSINESS

29.01 (a) The Employer shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other Union business provided such leaves do not unduly affect the proper operations of the nursing home. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home. In requesting such leave of absence, the Union shall endeavour to give twenty-one (21) days notice to the Employer, but shall give no less than fourteen (14) days notice. Such leaves shall not be unreasonably denied.



The request for the said leave shall be in writing from the Union President or the Union Chair.

- (b) It is agreed that the granted time off in accordance with Article 18.01 shall be a maximum of one hundred and twelve (112) hours per employee per calendar year.

29.02 Full-time Union Office: Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for the leave of absence, without pay, to any employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave. It will become the responsibility of the employee for full payment, one month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union. The Employer shall pay vacation as a % of Roseview Manor earnings for the period of the leave.

29.03 It is understood and agreed that where such leave of absence for attendance at union schools and conventions is granted, the Employer will continue to pay the employee(s) for the period of the leave of absence and then submit an account to the Union for the employee(s) wages together with any other administrative costs.

29.04 Leave of Absence for Pregnancy: Pregnancy and Parental Leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer two (2) weeks' notice in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer,

shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Parental Leave.

- (d) Notwithstanding Article 29.04 (b) above, 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.

Effective January 1, 1992, an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits.

Such payment shall commence after the two (2) weeks unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the *Unemployment Insurance Act*.

- (e) An employee who does not apply for leave of absence under Article 29.04 (a) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with Article 29.04 (a) upon providing the Employer before the expiry of two (2) weeks after she ceased to work with a Certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (f) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

- (g) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a part-time employee returns to work at the expiry of the normal maternity, or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job and former shift if designated.

All the employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (h) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon the resumption of operation, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in the existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 18.04 (g).
- (i) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and weekly indemnity plan cannot be used.
- (j) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (k) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 18.04 (1.) of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- (l) Employees have no vested right to payments under the plan except to payment during a period of unemployment specified in the plan.
- (m) The Employer will inform Human Resources Development Corporation (HRDC) in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- (n) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.
- (o) Pregnancy Leave: The SUB top up by the Home will not take into account EI insurable earnings from sources other than this facility.

Parental Leave:

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee shall be entitled to parental leave.
- (b) A "parent" included: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks' written notice of that day.

- (e) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- (f) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a part-time employee returns to work at the expiry of the normal maternity, or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All the employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (g) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon the resumption of operation, reinstate the employee to her employment or to alternate work in accordance with

the established seniority system or practice of the Employer in the existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 16.04 (g).

- (h) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and weekly indemnity plan cannot be used.
- (i) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

#### 29.05 Bereavement Leave:

Bereavement leave for spouse to include same sex partner.

- (a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the funeral
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day after the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the day actually missed from work as per the employee's scheduled working days and does not include pay for days off. If the funeral is not attended, the said leave shall be limited to one (1) day.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of the Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.
- (f) Where it is necessary because of distance, the employee may be provided up to three (3) days additional unpaid leave.

#### 29.06 Paid Educational Leave: See Article 36

#### 29.07 Unpaid Leave of Absence

- (a) The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that

such leave may be arranged without undue inconvenience to the normal operations of the nursing home. Applicants when applying must indicate the date of departure and specify the date of return. If the leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

- (b) Employees who are on leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, she will forfeit all rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (c) An employee who has been granted leave of absence of any kind, and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.
- (d) No benefits shall accrue or be paid to an employee while on leave of absence nor shall an employee be entitled to count such time as hours worked, however, a leave of absence from which the employee is in receipt of Workers' Compensation benefits shall count as service for wage progression purposes.

ARTICLE 30 - THE NURSING HOMES AND RELATED INDUSTRY PENSION PLAN  
SAME AS FULL TIME

ARTICLE 31- HEALTH AND WELFARE

Not applicable to Part-time. In Lieu of Health and welfare benefits, sick time benefits and uniform allowances the part-time employee shall be paid \$1.10 per hour worked.

ARTICLE 32 - WORKERS SAFETY AND INSURANCE  
SAME AS FULL TIME

ARTICLE 33 - RATES OF PAY  
SAME AS FULL TIME

NOTE: Part-time in Lieu of Benefits \$1.10 per hour worked.

ARTICLE 34 - GENERAL  
SAME AS FULL TIME

ARTICLE 35 - PAID EDUCATION LEAVE  
SAME AS FULL TIME

ARTICLE 36- NOTICE  
SAME AS FULL TIME

ARTICLE 37 - INVALIDITY  
SAME AS FULL TIME

ARTICLE 38 - INTERPRETATION  
SAME AS FULL TIME

ARTICLE 39 - SHARED COST OF COLLECTIVE AGREEMENT  
SAME AS FULL TIME

ARTICLE 40 - TERMINATION  
SAME AS FULL TIME

SCHEDULE A  
SAME AS FULL-TIME

Unless indicated otherwise, the Letters of Understanding attached hereto shall apply to both Full-time and Part-time agreements.

IN WITNESS WHEREOF the parties have signed this Agreement.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ROSEVIEW MANOR, THUNDER BAY

THE NATIONAL AUTOMOBILE,  
AREOSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA)  
(for the Union)

(for the Employer)

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